Notice of Meeting of the City Council of the City of Georgetown, Texas September 8, 2026

The Georgetown City Council will meet on September 8, 2026 at 3:00 PM at Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Policy Development and Discussion - Workshop

1.A Employee Recognition - Years of Service - August 2026
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager, and City Council

1.B Downtown Sidewalk Cafe Program and Ordinance Discussion
Presentation and discussion regarding the establishment of a formal downtown sidewalk cafe program by ordinance as governed under Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

1.C Library Updates
Presentation and discussion regarding library programs, projects, and initiatives -- Sally Miculek, Library Director

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A Executive Session 09.08.2026
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Lost Mine Peak

- Project Moonrise
- Project Vista Prism

Sec. 551.074: Personnel Matters

- City Manager Work Plan Update

Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

3.A Call to Order 09.08.2026
Pledge of Allegiance
Recognitions
Actions out of Executive Session

Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetowntexas.gov.

4.A Public Wishing to Address 09.01.2026
At the time of posting, no one had signed up to speak.

Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items which may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order to be discussed and acted upon individually as part of the Regular Agenda.

5.A 09.08.2026 City Council Meeting Minutes
Consideration and possible action to approve the meeting minutes of the City Council meeting held on August 25, 2026 -- Robyn Densmore, City Secretary

5.B Appointment of FY 2027 Board and Commission and Chair Appointments
Consideration and possible action to confirm the Mayor's recommendations of the appointments of new and returning members, and chairs to the city Boards and Commissions -- Mayor Josh Schroeder

5.C Appointment of Ethics Commission
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

5.D Resolution - ETJ Disannexation - Orangestone La Branch, LLC - 30.01 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 30.01 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R333612 and owned by Orangestone La Branch, LLC -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - Meet & Confer for Fire
Consideration and possible action to approve a Resolution ratifying a Meet and Confer agreement with the Georgetown Association of Professional Fire Fighters -- Laura Maloy, Human Resources Director

5.F Resolution - Health District Annual Funding Agreement
Consideration and possible action to approve a Resolution authorizing a funding agreement between the City of Georgetown and the Williamson County and Cities Health District for this agency to continue to provide services for the citizens of Georgetown for FY2027 -- Leigh Wallace, Chief Financial Officer

5.G Resolution - Atmos Energy Rate Adoption & Settlement
Consideration and possible action to approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the 2026 Rate Review Mechanism filing -- David Morgan, City Manager

5.H Resolution - First Amendment to the Development and Construction Agreement Heirloom PID
Consideration and possible action to approve the "First Amendment to the Development and Construction Agreement", between the City of Georgetown, Texas and Heirloom East TX, LLC, HEIRLOOMTX, LLC, and Georgetown Independent School District, relating to approximately 618.98 acres of land -- Nick Woolery, Assistant City Manager

5.I Resolution - Heirloom Public Improvement District (PID) - Cost Determination and Call for Public Hearing
Consideration and possible action to approve a Resolution determining costs of the proposed public improvements in the Heirloom PID, approving a proposed Assessment Roll, calling a Public Hearing, and making findings and determination, in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager

5.J Drainage Improvements - Stormwater Quick Wins Rejection of Bid
Consideration and possible action to reject the bid related to the Drainage Improvements – Stormwater Quick Wins project in the amount of $270,123.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.K SRO Agreement with GISD for 2026-2027 School Year
Consideration and possible action to approve the annual School Resource Officer interlocal agreement between the Georgetown Independent School District (GISD) and the City of Georgetown, Texas -- Cory J. Tchida, Police Chief

5.L Homeland Security Memorandum of Understanding
Consideration and possible action to approve a Memorandum of Understanding between U.S. Immigration and Customs Enforcement, Homeland Security Investigations and the City of Georgetown and authorize the Police Chief to execute -- Cory J. Tchida, Police Chief

5.M Regional Vehicle-Related Crime Task Force Interlocal Agreement
Consideration and possible action to approve an Interlocal Agreement between Georgetown, Round Rock, Hutto, Cedar Park, Leander, Pflugerville, and Williamson County to create a regional vehicle-related crimes task force -- Cory J. Tchida, Police Chief

5.N Renewal of Consulting Agreement with Clean Energy Capital Securities LLC
Consideration and possible action to approve the first renewal of a consultation agreement with Clean Energy Capital Securities LLC for financial strategy and advisory services regarding water acquisition projects in an amount not to exceed $120,000.00; and to authorize the City Manager to renew the agreement for up to two additional one-year terms in an amount not to exceed $120,000.00 per renewal term -- Zane Brown, Strategic Projects Manager

5.O Construction Contract with Keeley Construction Inc. for Park Water Treatment Plant PFAS Pilot Study
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to Keeley Construction Inc., from New Braunfels, TX, for the Park Water Treatment Plant (WTP) PFAS Pilot Study in the amount of $229,500.00 -- Wesley Wright, PE, Systems Engineering Director and David Herzog, CIP Manager

5.P Construction Contract with O & J Coatings, Inc. for Carriage Oaks EST Rehabilitation
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to O & J Coatings, Inc., from Hurst, TX, for the Carriage Oaks EST Rehabilitation in the amount of $995,270.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

5.Q First Amendment to Task Order FNI-25-001 with Freese & Nichols
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to approve an amendment to Task Order FNI-25-001 with Freese & Nichols, Inc. for professional services related to the Park Water Treatment Plant PFAS Pilot Study in the amount of $1,185,186.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

5.R Construction Manager at Risk Contract to Walsh Construction dba Archer - Northlands Water Reclamation Facility

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Walsh Construction Company II, LLC, dba Archer Western of Irving, TX for pre-construction services for the Northlands Water Reclamation Facility (WRF) in an amount of $1,209,500.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.S Construction Manager at Risk Contract to Sundt Construction, Inc. - Three Forks Water Reclamation Facility

Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. of Tempe, AZ for pre-construction services in the amount of $2,268,426.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.T Construction Manager at Risk for the Customer Service Center - Swinerton

Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Swinerton Builders for pre-construction services for the Customer Service Center in the amount of $30,000 with a General Conditions Percentage of 2.25% -- Jennifer Bettiol, CIP Manager Public Works

5.U Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the TMLIRP

Consideration and possible action to approve a Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Project Development Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.V Parking Easement Agreement with the TMLIRP

Consideration and possible action to approve a Parking Easement Agreement with the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Parking Easement Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.W Interlocal Agreement for CR 110 Forcemain Relocation

Consideration and possible action to approve an Interlocal Agreement with Williamson County for the relocation of wastewater improvements associated with County Road 110N roadway improvements -- Wesley Wright, PE, Systems Engineering Director

5.X HydroPro Contract Renewal 22-0098-GC-R4

Consideration and possible action to approve the fourth renewal of contract # 22-0098-GC-R4 with HydroPro Solutions, LLC of Cedar Park, TX, for the supply of Master

Meter water meters, registers and related items for the City of Georgetown's Advanced Metering Infrastructure System, for an amount not-to-exceed $2,500,000.00 -- Chase Kluge, Water Services Manager

5.Y Award of ITB #202670 - Electric Underground Construction and Maintenance Services

Consideration and possible action to approve the award of ITB No. 202670 for Electric Underground Construction and Maintenance Services to Pedro S S Services, Inc., the lowest bidder, in an annual amount not to exceed $15,000,000.00, and authorizing the City Manager to execute all future renewals -- Richard Pajestka, Electric Engineering and Operations Manager

5.Z Second Amendment Task order CPY-22-001 for the South East Inner Loop Project

Consideration and possible action to approve a Second Amendment to Task Order CPY-22-001 to CP&Y professional engineering services related to the design of Southeast Inner Loop Expansion Project in the amount of $675,055.00 -- Wesley Wright, PE, Systems Engineering Director

5.AA Task Order Amendment for KPA-25-002 Related to the Ridgeline Boulevard Extension, Phase 1

Consideration and possible action to approve a first amendment to Task Order KPA-25-002 with Kasberg, Patrick and Associates, LP. for professional services related to the Ridgeline Boulevard Extension, Phase 1 (Naturita to FM 1460) project in the amount of $640,500.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.AB Task Order VOL-26-001 Volkert, Inc. to design East SH29 from Haven Lane to Patriot Way

Consideration and possible action to approve Task Order VOL-26-001 with Volkert, Inc, for professional services related to the East SH29 from Haven Lane to Patriot Way in the amount of $466,442.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.AC Task Order MEI-027-004 with McCord Engineering Inc. 25-0352-MSA

Consideration and possible action to approve Task Order MEI-27-004 with McCord Engineering, Inc. for Electric Substation Design Services in the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AD Task Order MEI-027-003 with McCord Engineering Inc. 25-0352-MSA

Consideration and possible action to approve Task Order MEI-27-003 with McCord Engineering, Inc. for New Development Engineering and Design Assistance in the amount not to exceed $2,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AE Task Order MEI-027-002 with McCord Engineering Inc. 25-0352-MSA

Consideration and possible action to approve Task Order MEI-27-002 with McCord Engineering, Inc. for Electric System Engineering Planning and Engineering Assistance in

the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AF Task Order MEI-027-001 with McCord Engineering Inc. 25-0352-MSA
Consideration and possible action to approve Task Order MEI-27-001 with McCord Engineering, Inc. for Electric System and Planned Capital Improvements in the amount not to exceed $1,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.AG Design and Construction Administration Contract for Fire Station 8
Consideration and possible action to approve an agreement with GFF, Inc. for the design and construction administration services for Fire Station 8 located on Westinghouse Rd in the amount of $1,031,350.00 -- Jennifer Bettiol, CIP Manager Public Works

5.AH Consulting Agreement with Esource
Consideration and possible action to approve a contract between the City of Georgetown and Esource for utility billing software assessment services, with a not to exceed amount of $121,000.00 -- Leigh Wallace, Chief Financial Officer

5.AI Second Reading - Contract Authority Update
Second Reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

5.AJ Second Reading - Administrative Department Updates
Second Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

5.AK Second Reading - Amendment to Miscellaneous Utility Account Fees
Second Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

5.AL Second Reading - Adoption of the 2026 National Electric Code
Second Reading of an Ordinance to adopt the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

5.AM Second Reading - Adoption of the 2021 International Fire Code
Second Reading of an Ordinance to adopt the 2021 International Fire Code with local amendments -- Daniel Bilbrey, Deputy Fire Marshal

5.AN Second Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID
Second Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public

Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

5.AO Second Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

5.AP Second Reading - 2025-8-SUP - 2815 N Austin Ave
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

Legislative Regular Agenda

6.A Second Reading - Levy the Property Tax Rate
Second Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

6.B Second Reading - Annual Operating Budget FY2027
Second Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

6.C Second Reading - Electric Rate Ordinance Updates
Second reading and final approval of an Ordinance amending amending Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

6.D First Reading - Civil Service Strength of Force Ordinance
First Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

6.E Public Hearing on the Proposed FY2027 Drainage Utility Fee
Public Hearing on the Proposed FY2027 Drainage Utility Fee -- April Haughey, Assistant

Public Works Director

6.F First Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances
First Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

6.G First Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement
First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Amended and Restated First Amendment to Consent Agreement," between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

6.H Public Hearing and First Reading - Yearwood In-City MUD
Public Hearing and First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC-Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery, Assistant City Manager

6.I Public Hearing and First Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6
Public Hearing and First Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Employee Recognition - Years of Service - August 2026

SUGGESTED ACTION:
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager, and City Council

ITEM SUMMARY:
Recognition of the following employees for their dedicated service to the City of Georgetown.

Five Years:
Adare Siegal- Downtown & Tourism; Branden Coughlin- Fire; Brittany Patrick- Library Services; Caleb Madole- Fire; Chrisian Glockner- Fire; Danielle Dutra- Public Works; Forrest Mccormick-Fire; Joshua Riding-Fire; Matthew Henry-Police; Peyton Flack-Fire; Rachel White- Downtown & Tourism; Uros Dzelebzic-Fire; William Carlton-Fire; William Laing-Police;

Ten Years:
Kaytie Kaminski-Police; Kendal Buechler-Downtown & Tourism; Kenneth Elliott-Water Utility; Trapper Sturgeon- Water Utility;

Twenty Years:
Paul Pekar- Parks & Rec; Will Brooks- Water Utility;

Twenty-Five Years:
Fred Pitcher- Police

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Taylor Rocheleau, Human Resources and OD

ATTACHMENTS:
August 2026 Years of Service Celebration.pdf

City of Georgetown
August 2026 Years of Service Celebration

Adare Siegal
Downtown & Tourism

Branden Coughlin
Fire

Brittany Patrick
Library Services

GEORGETOWN
TEXAS

Celebrating 5 Years of Service

Caleb Madole
Fire

Christian Glockner
Fire

Danielle Dutra
Public Works

GEORGETOWN
TEXAS

Celebrating 5 Years of Service

Forrest Mccormick
Fire

Joshua Riding
Fire

Celebrating 5 Years of Service

Matthew Henry
Police

Peyton Flack
Fire

Rachel White
Downtown & Tourism

GEORGETOWN
TEXAS

Celebrating 5 Years of Service

Uros Dzelebzic
Fire

William Carlton
Fire

William Laing
Police

GEORGETOWN
TEXAS

Celebrating 5 Years of Service

Kaytie Kaminski
Police

Kendal Buechler
Downtown & Tourism

Celebrating 10 Years of Service

GEORGETOWN
TEXAS

Kenneth Elliott
Water Utility

Trapper Sturgeon
Water Utility

Celebrating 10 Years of Service

Paul Pekar
Parks & Rec

Will Brooks
Water Utility

GEORGETOWN
TEXAS

Celebrating 20 Years of Service

Fred Pitcher
Police

GEORGETOWN
TEXAS

Celebrating 25 Years of Service

#LoveWhereYouWork

GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Downtown Sidewalk Cafe Program and Ordinance Discussion

SUGGESTED ACTION:
Presentation and discussion regarding the establishment of a formal downtown sidewalk cafe program by ordinance as governed under Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

ITEM SUMMARY:
The City of Georgetown proposes establishing a pilot sidewalk cafe and street patio program permitted under Chapter 316 of the Texas Transportation Code. The program enables restaurants and similar businesses within designated downtown blocks to apply for a permit to temporarily use portions of sidewalks and certain on-street parking spaces for outdoor dining.

The proposed ordinance outlines permit requirements, design and operational standards, insurance obligations, and enforcement mechanisms. Sidewalk cafe's, including street patios, must be ADA-compliant, maintain ADA-compliant pedestrian pathways, meet safety and drainage requirements, preserve utility access, and adhere to clear operational standards - especially where alcohol is served.

A permit would function as a revocable license, requiring annual renewal and strict compliance with maintenance, insurance, and public safety responsibilities. The City retains authority to temporarily or permanently remove any sidewalk cafe' installation if needed for municipal operations or emergency response. At the end of the proposed one-year pilot, the City Council may choose to extend, modify, or make the program permanent based on observed impacts and community benefit.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
9.8.26 PPT Sidewalk Cafe discussion.pdf
License Agreement_2026 update_v3_08.27.2026.pdf

Sidewalk Café & Street Patio Pilot Program Ordinance Discussion

September 8, 2026 | City Council Workshop

Program Intent

- Enhance downtown economic vitality and & pedestrian activity
- Protect public safety, accessibility, drainage, utilities and municipal operations
- Evaluate real-world impacts during the pilot period

Presentation & Discussion

Sidewalk Café – An outdoor dining or customer seating area that is located on a Sidewalk or other approved portion of the public right-of-way adjacent to a business establishment and contains removable tables, chairs, planters, or related appurtenances.

Street Patio – A type of Sidewalk Café that is located within a parking space or spaces.

- Why **Chapter 316** Applies
- **Ordinance Overview**
  - Proposed Ordinance to establish a pilot sidewalk café program under Chapter 316 of the Texas Transportation Code
  - Ordinance aims to support downtown business activity while protecting public health, safety, accessibility, and the City's infrastructure.
- **Area/Eligibility,** Application **Requirements, Review, and Approval**
- Operational and Design **Standards**
- **Enforcement and Revocation** (and Ordinance Expiration)

Ch. 316 – TX Transportation Code

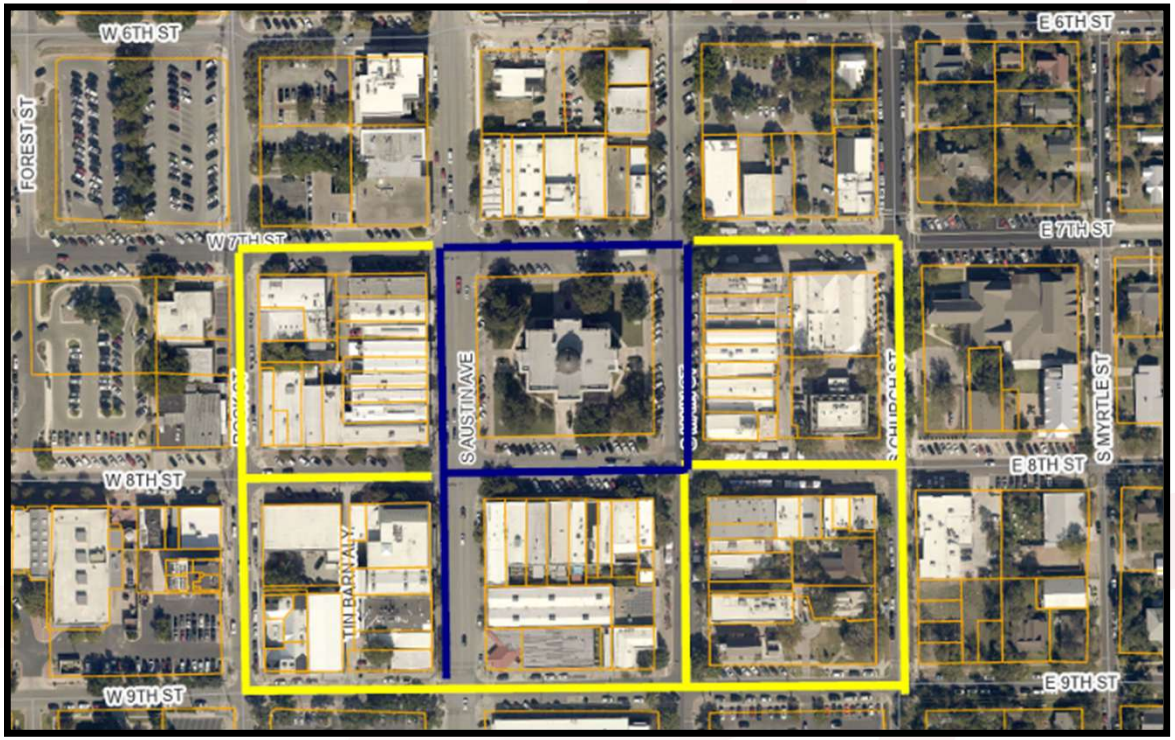
- The statutory definition of 'sidewalk' includes parking spaces adjacent to the roadway, making use of these spaces subject to Ch 316 regs
- A program must be created by ordinance to ensure legal compliance, manage liability, and provide for formal permitting processes
- Designates specific blocks to temporarily use portions of sidewalks and on-street parking spaces for outdoor seating/dining

Pilot Program Ordinance Overview

- Creates a one-year pilot period (unless renewed)
- Establishes:
  - Permitting
  - Licensing Agreement
  - Standards and Maintenance Responsibilities
  - Insurance Requirements
  - Enforcement
- Allows for Administrative Approval (City Manager/designee) unless Council approval is otherwise required

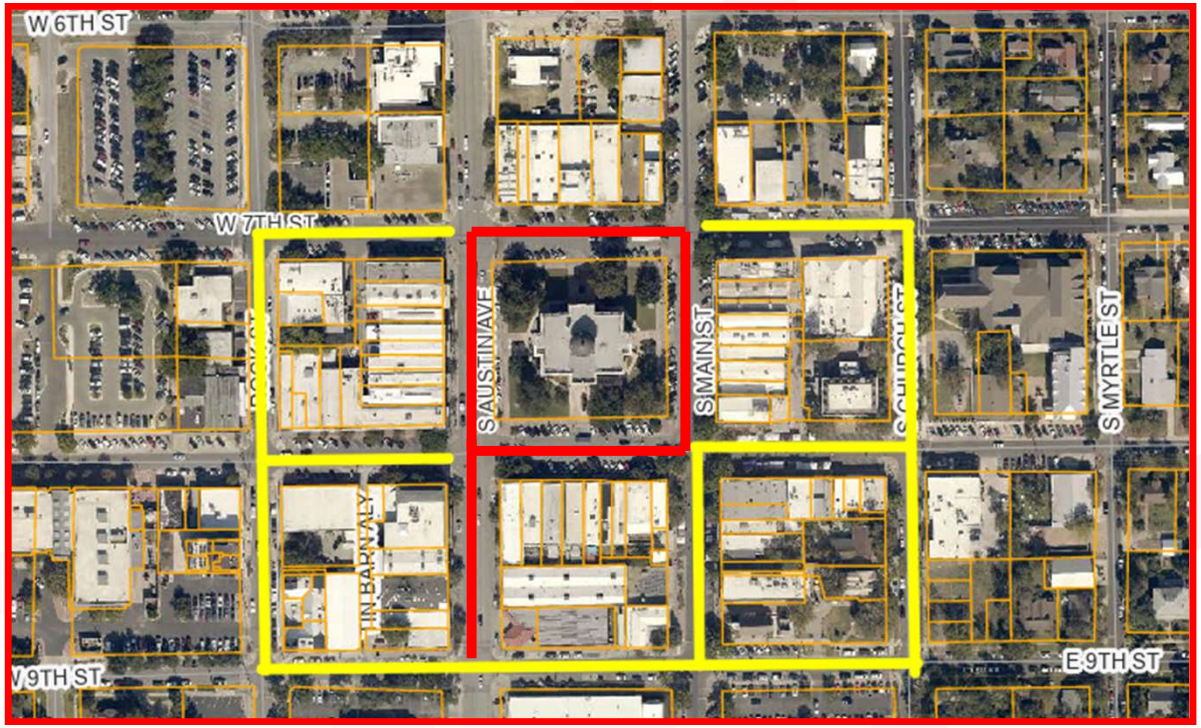
Permit Area and Eligibility

- Permit Area
  - Allowed only within designated downtown right-of-way blocks
    - Yellow = Sidewalk Café <u>OR</u> Street Patio
    - Blue = Sidewalk Café ONLY
- Eligibility
  - Fee title owners
  - Lawful tenants operating restaurants or similar businesses



Permit Area and Eligibility

- Sidewalk Café <u>OR</u> Street Patio
- Extension into adjacent business requires written consent
- *Street Patios are not* permitted on The Square or Austin Avenue



Application Requirements

- Fees (as established 12.035.19 – similar to Special Events Ordinance)
  - Application, License – Sidewalk (TUP) or Street (TUP + Parking)
- Proof of ownership/tenancy
- Scaled site plan
  - Dimensional
  - ADA clear paths and accessible routes
  - Obstructions, utilities, ingress & egress, etc.
  - Platforms (engineered if required) and furnishings
- Proof of Insurance (liability and liquor, if applicable, workers' comp, surety bond if required)
- Proof of Permits (food establishment / TABC)
- Additional architectural or engineered plans, if requested

Review and Approval

Review Criteria:

- Sidewalk Café / Street Patio does not intrude into roadway or pedestrian/ADA clear path
- No hazards to pedestrians, vehicles, public infrastructure or drainage
- Design minimalizes injury risk and preserves public access
- No interference with utilities or municipal operations
- Approval within 30 days (denial with failure to act)

Operational and Design Standards

- Must be contiguous to the business frontage and comply w/ ADA
- No fixed walls – open air only
- Barriers must be non-permanent, unless approved
- Alcohol service areas must be enclosed and monitored
- Platforms, decking, lighting – must meet City Code requirements
- Max 3 spaces for Street Patio
  - Prohibited in fire lanes, ADA spaces, loading zones, hazard areas, etc.
- Mandatory protective barriers and visibility standards
- Must maintain drainage flow and ensure removable platforms

Enforcement and Revocation -Sunset Provision

City may suspend/revoke:

- Violations
- Non-payment
- Lapse in insurance
- Any noncompliance in Ordinance or applicable City Codes
- Safety, Operations, Utilities, or Emergency reasons
- City may remove improvements for noncompliance at permit holder's expense

- Sunset Provision – 12-month expiration unless renewed by Council

*No permanent rights to parking space usage (see licensing agreement)

Council Feedback

1. Do you have any additional questions or discussion topics?
2. Do you support City Manager Authorization (Administrative Approval) for these license agreements?
3. Do you support delaying enforcement of the sidewalk café portion of the ordinance for 90 days to allow businesses time to come into compliance?
4. Do you support the Ordinance moving forward to the regular agenda?

THANK YOU!

GEORGETOWN
TEXAS

Fees

Request	Permit	Base Fee	Tech Fee	Per Year
Sidewalk Café	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
			TOTAL	$ 210.00
Street Patio	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
	Space 1	$ 2,400.00	$ -	$ 2,610.00
	Space 2	$ 2,400.00	$ -	$ 5,010.00
	Space 3	$ 2,400.00	$ -	$ 7,410.00

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

TEMPORARY REVOCABLE LICENSE AGREEMENT

This License Agreement is entered into by and between the City of Georgetown, Texas, a home rule municipal corporation, _____, Georgetown, Texas 78627("Licensor") and _____, _____, _____, Texas 786__ ("Licensee").

1. Grant of License. In consideration of $10.00, other good and valuable consideration and the faithful performance of the covenants and conditions established in this License Agreement, Licensor hereby grants a License to Licensee across certain property owned by Licensor in the area of (insert street information) as depicted in Exhibit "A" attached hereto and made a part hereof (the "License Area" (also referred to as the "Permit Area" in applicable City ordinances)) for the purposes of allowing the use of the area for extended on premises restaurant, food establishment, or similar business and the encroachment of such personal property owned by Licensee (the "Improvements") into the License Area as is appropriate therefore.

Licensee shall, for the term of the License, have the right to:

a. Exclude such persons, visitors, and users from use of the License Area in the same manner as would be allowed on Licensee's business premises; and

b. Secure the License Area from the remainder of the public right of way as may be required for the practice of their business under State and local law; and

c. Install or cause the installation of such signage only as may be required to comply with State and local laws for the practice of Licensee's particular business or activity.

However, Licensee may not, at any time, exclude Licensor, its employees, contractors, or other such parties or persons from accessing the License Area in their official capacity.

2. No Abandonment. Neither the granting of the License, nor any related permit, constitutes an abandonment by Licensor of the License Area or any other rights in and to the License Area. Licensee neither asserts nor claims any interest or right whatsoever, whether legal, equitable or otherwise in or to the License Area.

3. No Interference with Utilities. The License granted herein is subject to the requirement that the Improvements shall not interfere with any electric, water, sewer, or other utility, or equipment, except as specifically approved by the appropriate departments of Licensor in writing.

4. Right of Use of Property by Licensor and Public Utilities. The Licensor reserves the right at all times, for itself and all public utilities authorized to use and maintain the area immediately adjacent to the License Area for public right-of-way, utility and drainage purposes, to perform construction, maintenance and operation activities on, under or above the License Area, including those that involve excavation, trenching, pole and wire placement, or other activities that may affect the Improvements or access to the Improvements.

Licensor further retains the right, in its sole discretion, to require the temporary or permanent closure, relocation, modification, suspension, or removal of the Improvements and Licensee's use of the License Area when reasonably necessary for municipal operations, utilities, drainage, construction, maintenance activities, emergency response, public safety, accessibility compliance, or any other public purpose. Licensee acknowledges and agrees that Licensor's exercise of such rights shall not constitute a taking or give rise to any claim for damages or compensation against Licensor.

5. Indemnity and Release.

a. LICENSEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND LICENSOR, ITS OFFICERS, AGENTS, CONTRACTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION OR SUITS FOR PROPERTY DAMAGE (INCLUDING DAMAGE TO IMPROVEMENTS) OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, INCLUDING ALL COSTS, ATTORNEYS' FEES, EXPERT FEES OR OTHER RELATED COSTS AND FEES TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE IMPROVEMENTS AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF LICENSOR; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. LICENSEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY LICENSOR FOR ANY AND ALL INJURY OR DAMAGE TO LICENSOR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

b. LICENSEE HEREBY RELEASES, RELINQUISHES, AND DISCHARGES LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON (WHETHER EMPLOYEES OF

EITHER PARTY OR OTHER THIRD PARTIES) AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY (WHETHER PROPERTY OF LICENSOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, LESSEES OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH LICENSOR'S OWNERSHIP, USE OR MAINTENANCE OF THE LICENSE AREA AND THE PERFORMANCE OF ANY MAINTENANCE, CONSTRUCTION, RECONSTRUCTION, REPAIR, RELOCATION, EXPANSION, OR REMOVAL OF ANY OF LICENSOR'S FACILITIES ON, ABOVE OR UNDER THE LICENSE AREA. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE, AND IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR LOSS SUFFERED BY LICENSEE, ANY SUBCONTRACTOR, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR.

6. Obligations of Licensee.

a. Maintenance. Licensee shall operate and maintain its property and the License Area in a clean, safe, sanitary, accessible, and lawful condition at all times in accordance with all applicable federal, state, and local laws, ordinances, regulations, and accessibility requirements, including the Americans with Disabilities Act ("ADA"). Licensee shall maintain unobstructed pedestrian access and ADA-compliant clearances within and around the License Area and shall ensure that the Improvements do not obstruct drainage, utilities, emergency access, or the public right-of-way.

If Licensee fails to maintain the Improvements and License Area in the manner provided herein such that the License Area and/or Licensee property are in violation of applicable City of Georgetown ordinances, present a nuisance or hazard to the public, interfere with accessibility requirements, or interfere with Licensor's use of its property, Licensor may at its election and as sole discretion, revoke this license on terms described in Section 12 of this Agreement.

Licensee is fully and solely responsible for operating its business and undertaking any use of the License Area in compliance with all applicable laws, including all applicable Texas Alcoholic Beverage Commission regulations and requirements, if applicable.

b. Relocation. If the installation, maintenance, operation, or existence of the Improvements or Licensee's use of the License Area necessitates the relocation, removal, modification, protection, repair, or replacement of any existing or future utility, infrastructure, facility, or improvement owned by Licensor or located within the public right-of-way, Licensee shall be solely responsible for and shall promptly pay all any and costs and expenses associated therewith, as determined by Licensor in its sole discretion.

c. Restoration. Upon expiration, suspension, revocation, termination of this License Agreement, or upon request of Licensor, Licensee, at its sole expense and without liability to Licensor, shall promptly remove all Improvements, furnishings, barriers, appurtenances, and other personal property associated with Licensee's use of the License Area, unless otherwise approved in writing by Licensor. Licensee shall restore the License Area and any affected public improvements to substantially the same condition existing prior to installation of the Improvements, reasonable wear and tear excepted.

d. Extra Costs to Licensor. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by Licensor, constructed by or on behalf of the public or at public expense is made more costly by virtue of the installation, maintenance or existence of the Improvements and Licensee's use of the License Area, Licensee shall pay to Licensor an additional amount equal to such additional cost as determined by Licensor's City Manager or designee.

7. Insurance. This License Agreement shall not be effective unless and until Licensee files with Licensor a certificate of liability insurance or other proof of insurance in a form acceptable to Licensor confirming that the Licensee has procured the following policy(s):

a. Commercial general liability insurance issued by an insurance company authorized to do business in the state of Texas. The insurance shall provide coverage in an amount of not less than $1,000,000.00 for each single occurrence and $2,000,000.00 in the aggrerate.

b. Worker's compensation insurance issued by an insurance company authorized to do business in the state of Texas. The insurance shall provide coverage in an amount of not less than $500,000.00 for each single occurrence.

c. Alcohol service insurance issued by an insurance company authorized to do business in the state of Texas. The insurance shall provide coverage in an amount of not less than $1,000,000.00 for each single occurrence

The policy(s) shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents or employees. The policy(s) of insurance shall name both Licensee and Licensor as insured parties to the full amount of the policy limits and include a waiver of subrogation in favor of Licensor. If the policy(s) is/are not kept in full force and effect throughout the term of this License Agreement, the License Agreement may be terminated by Licensor upon providing written notice of termination to Licensee.

Licensee shall maintain all insurance required herein continuously throughout the term of this License Agreement and any associated permit. Licensor reserves the right to require additional insurance coverage, endorsements, or increased coverage limits as reasonably necessary based on the nature of the permitted use or associated risks

8. Compliance with Laws and Regulations. Licensee agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, codes, permitting requirements, and accessibility standards in the construction, installation, maintenance, and operation of the Improvements and Licensee's use of the License Area, including compliance with the Americans with Disabilities Act and all applicable Texas Alcoholic Beverage Commission requirements, if applicable. Licensee shall maintain all permits, licenses, and approvals required for operation of its business and use of the License Area throughout the term of this License Agreement.

9. Removal of Improvements by Licensor.

a. Licensor retains the right, but not the obligation, to enter upon the License Area and, at Licensee's expense, temporarily or permanently remove, relocate, modify, suspend, or close any structure, Improvements, furnishings, barriers, or alterations that Licensor, in its determination, presents a threat of injury to persons or damage to property, interferes with municipal operations, utilities, drainage, construction, maintenance activities, emergency response, accessibility compliance, public safety, or any other public purpose. Except in the event of an emergency presenting an imminent threat to persons or property, Licensor will provide advance notice to Licensee of such determination.

b. In the event of an emergency, Licensor may immediately remove or relocate Improvements without prior notice to Licensee, and Licensee shall reimburse Licensor for all associated costs incurred by Licensor.

10. No Assignment. This License Agreement is personal to Licensee and may not be assigned, transferred, conveyed, sublicensed, or otherwise delegated, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Any attempted assignment or transfer without such consent shall be void and of no force or effect. Licensee shall provide any successor-in-interest to Licensee's adjacent property with factual notice of this License Agreement and the revocable nature of the License granted herein.

11. Term, Revocation, Termination, or Expiraton of License.

a. This License Agreement shall commence on the effective date and shall remain in effect for an initial term of one (1) year, unless sooner revoked or terminated as provided herein or by applicable law or ordinance.

b. Notwithstanding the foregoing, this License Agreement shall automatically expire upon the sunset date of the applicable City ordinance governing sidewalk cafés or upon the one-year anniversary of the effective date of this License Agreement, whichever occurs sooner, unless the City Council elects to make such ordinance permanent and Licensee renews this License Agreement in accordance with the applicable ordinance. This License Agreement may be renewed annually in accordance with the applicable provisions of City of Georgetown Ordinance 2026-_____ and any successor ordinance thereto.

c. Licensor may revoke or terminate this License Agreement and any associated permit upon written notice to Licensee if Licensee fails to comply with any covenant, condition, requirement, or obligation contained in this License Agreement or the applicable City ordinance governing sidewalk cafés, or if Licensee otherwise violates any applicable federal, state, or local law, ordinance, rule, or regulation. Licensor may also revoke this License Agreement as otherwise provided by City of Georgetown Ordinance 2026-_____. Such notice shall be considered rendered upon deposit with the United States Postal Service, addressed to Licensee at the address provided above.

d. Upon expiration, revocation, or termination of this License Agreement, this License shall immediately cease and be of no further force or effect. Licensee shall timely remove all property from the License Area and complete all required restorative activities in accordance with this License Agreement and the applicable ordinance

12. Survival of Obligations. The expiration, termination, revocation, suspension, or other cessation of this License Agreement or any associated permit shall not relieve Licensee of any obligation or liability arising from or related to Licensee's use or occupancy of the public right-of-way or the installation, existence, maintenance, repair, or removal of any improvements therein. Licensee's obligations concerning indemnification, liability, maintenance and repair, removal of improvements, and restoration of the public right-of-way shall survive and remain in full force and effect until all improvements have been removed and the public right-of-way has been restored to a condition acceptable to the City. Any other provision that, by its nature, is intended to survive expiration or termination shall likewise survive.

13. Integration; Amendments; No Warranty of Title. This License and assocatied permits constitute the entire agreement between Licensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties. **THE LICENSOR MAKES NO WARRANTY OF TITLE IN CONNECTION WITH THIS AGREEMENT. THE LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS LICENSE DOES NOT CONSTITUTE AN INTEREST IN REAL PROPERTY, AND THE LICENSEE FULLY ACCEPTS THE RISKS ASSOCIATED WITH MAKING ANY IMPROVEMENTS TO THE LICENSE AREA WHILE HAVING ONLY A REVOCABLE RIGHT TO USE THE LICENSE AREA.**

14. Venue. Exclusive venue for any legal dispute under this agreement is in the state court in Williamson County, Texas having jurisdiction over the dispute, or if in federal court, the United States District Court for the Western District of Texas, Austin Division.

15. The License may be filed of record in the Official Public Records of Williamson County, Texas.

[SIGNATURES ON NEXT PAGE]

EXECUTED to be effective as of _____, 202_

LICENSEE:

By: _____

Name: _____

Title: _____

LICENSOR:
CITY OF GEORGETOWN, TEXAS

By: _____
David Morgan, City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20_, by David Morgan, as City Manager of the City of Georgetown, a Texas Municipal Corporation, in such capacity, on behalf of said municipality.

_____
Notary Public, State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of _____, in such capacity, on behalf of said entity.

_____
Notary Public, State of Texas

EXHIBIT A

Description of License Area and Building Improvements

(next page)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Library Updates

SUGGESTED ACTION:
Presentation and discussion regarding library programs, projects, and initiatives -- Sally Miculek, Library Director

ITEM SUMMARY:
Presentation on the summer reading program, radio-frequency identification tagging project, outreach initiatives, and facility planning.

FINANCIAL IMPACT:

SUBMITTED BY:
Valerie Barber, Library

ATTACHMENTS:
Library Updates 09.08.26.pdf

Library Updates

September 8, 2026

GEORGETOWN
TEXAS

What's going on at the Library?

- Summer Reading Program
- Outreach and other Offsite Programs and Activities
- RFID Upgrades
- Continued Future Facility Planning

Summer Reading Program

Encourages and supports:

- all kinds of reading (books, periodicals, audiobooks…)
- Library use
- curiosity and trying something new
- community-building

Summer Reading Program

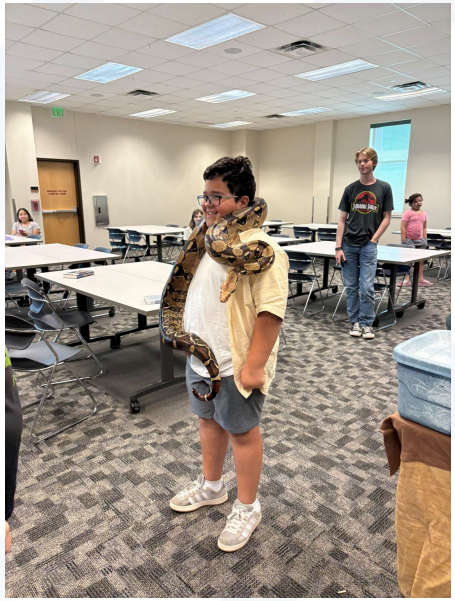
Children

- 17 Summer Reading Events, including musicians, storytellers, puppeteers, animal visits, and film screenings
- 76 Storytime Programs
- 5,386 Participants in Children's events
- 1,159 Registrations for Reading Program

Summer Reading Program

Teens

- 6 Events, including craft programs, film screenings, STEM activities, and animal visits.
- 56 Participants in Teen events
- 82 Registrations for Reading Program



Summer Reading Program

Adults

- 5 SRP Events; 60 Regular Adult events
- 643 Participants in June and July Adult events
- 163 Participants completed and returned Summer Reading Program game and reading log

GEORGETOWN TEXAS

Outreach and Offsite Services

Library access for the whole community:

- WOW Bookmobile
- Pop-Up Library
- GPL Express materials delivery and returns pickup
- Library card signups at community events
- Home Delivery program

Outreach

Bookmobile and Pop-up Library Visits

On-Board WOW Visits and Pop-up Library visits using WOW:HD Delivery van:

- 24 stops every four weeks
- Assisted living facilities, Senior living communities, apartment complexes, and childcare facilities or preschools.
- Stay inside City Limits
- Loaned over 18,000 items in the past year.

Outreach

GPL Express

- Twice weekly materials delivery to Carver Center for Families and Sun City Social Center.
- Over 23,000 items borrowed in the past year.
- Planned space for locker system at Customer Service Center
- Future opportunities west of I-35

Outreach

Community Events

GISD, City, County, NonProfit, and neighborhood events

- Library Card signups
- Explore the WOW
- Books giveaway
- Information about Library programs and services

GEORGETOWN TEXAS

Outreach

Home Delivery Program

Provides Library materials delivery to patrons who are not able to go to a WOW stop or the main Library.

- 50-70 households
- Spectrum of service depending on patron's needs
- Assistive devices and Talking Books Program certification for patrons with diminished eyesight.

RFID Upgrades

- RFID allows for batch handling and processing of materials.
- Library closed 8/9-16 to program and add RFID tag stickers to all checked-in volumes in the Library.
- Staff and volunteers continue to tag materials returned since 8/16
- To date, approximately 103,000 of the Library's approximately 109,000 volumes have been tagged.
- Materials check-in, staff-facilitated checkouts, and materials processing and routing will be handled using RFID readers

RFID Upgrades

Future opportunities:

- RFID wand to facilitate open inventory
- RFID-enabled bookdrop
- Automated materials handler
- Library browsing kiosks
- Self-service initiatives to increase access hours or allow for an unstaffed microbranch.

Facility Planning

Long-range plan calls for interior upgrades

- Working with Steinberg Hart Architects
- Areas of focus:
  - First floor public spaces
  - First floor staff workroom
  - Second floor Reference desk
  - Second-hand Prose bookstore
- Concept updates in coming months

Thank you!

GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Executive Session 09.08.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Lost Mine Peak
- Project Moonrise
- Project Vista Prism

Sec. 551.074: Personnel Matters
- City Manager Work Plan Update

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Call to Order 09.08.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Public Wishing to Address 09.01.2026

SUGGESTED ACTION:
At the time of posting, no one had signed up to speak.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
09.08.2026 City Council Meeting Minutes

SUGGESTED ACTION:
Consideration and possible action to approve the meeting minutes of the City Council meeting held on August 25, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Meeting Minutes 08.25.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, August 25, 2026

The Georgetown City Council met on Tuesday, August 25, 2026, at 3:00 PM at the Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King, Jr Street for additional information; TTY users route through Relay Texas at 711.

The following Members were in attendance: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Josh Schroeder, Ron Garland, and Doug Noble. Councilmember Ben Butler was absent.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 3:00 p.m.

1.A 2027 State Legislative Agenda

Presentation and discussion regarding the City of Georgetown 2027 State Legislative Agenda -- Jacob Reagan, Intergovernmental Relations Manager, and Amberly Kovar, Policy Analyst

Reagan presented and reviewed the Legislative program overview; the need for the program; Legislative Task Force and membership; State Legislative agenda and objectives; key features of the City's legislative agenda, including points on preserving local control, elections, municipal finance, responsibly managing growth, planning, transportation, Electric Utility, Water and Wastewater Utility, Information Technology, Fire, Police, Emergency Management, maintaining our historic character and high quality of life, economic development, downtown and tourism, and library services; and program next steps.

General discussion among Council and staff regarding the ways to use the task force outside of their set meeting times; recognition of the Task Force members; and appreciation for work done by staff and task force.

1.B West Oaks ETJ MUD request

Presentation and discussion regarding a potential ETJ Municipal Utility District (MUD) for the proposed West Oaks neighborhood -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the presentation purpose; project background;

and lotting summary. Then Peter Verdicchio with SEC Planning presented and reviewed the development vision; community goal; land use; site context; Future Land Use Plan; parks, trails, and amenities; amenity center program; neighborhood park program; neighborhood park; entry features; trails plan; landscape treatment; masonry wall; walls and columns; housing product; and enhanced building products. Woolery resumed the presentation and reviewed the MUD Policy key themes, including quality development, extraordinary benefits, parks, trails, and amenities, enhanced public service and safety, City exclusive provider, fiscally responsible finance plan, and additional requirements; and needed Council feedback and direction.

General discussion among Council, Verdicchio, John Zinsameyer with KB Home and Land, and staff regarding the location of future roads in the development; the density of the proposed project; the commitment to water conservation; and the current road that exists that does not appear to connect to anything else.

1.C YMCA Workshop presentation

Presentation and discussion regarding the City's partnership with the YMCA of Central Texas, including a project history, overview of the proposed Construction and Operating Agreements, and an update on construction activities and schedule -- Jack Daly, Assistant City Manager

Daly presented and reviewed the project background, agreement overview, and the two agreements on tonight's agenda, one for construction and one for operating. Jeff Andresen with YMCA presented and reviewed an update from the YMCA, the project progress to date, the future focus, the tentative project completion in December of 2027, project renderings, the site plan with pool, and a video showing current YMCA features and renderings of the proposed YMCA.

General discussion among Council, Andresen, and staff regarding handicap parking availability; timing of pool build; YMCA after-school programs will remain on the school campuses; the location of different sports fields; and the appreciation for work done on the project.

Mayor Schroeder recessed into Executive Session at 4:01 p.m.

2. Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A **Executive Session 08.28.2026**

Sec. 551.071: Consultation with Attorney

Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.

- Litigation Update

- Charter Review

Sec.551.072: Deliberations about Real Property

- Deliberation regarding the purchase, exchange, lease, or value of certain real property situated in Williamson County, Texas, such property being more particularly identified by the Williamson County Central Appraisal District as Parcels R449674 and R656329

3. Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

Mayor Schroeder called the meeting to order at 6:00 p.m.

3.A **Call to Order 08.25.2026**

Pledge of Allegiance

Recognitions

- Proclamation of National Preparedness Month

Actions out of Executive Session

4. Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetowntexas.gov.

4.A **Public Wishing to Address 08.25.2026**

- Jordan Utter would like to address the Council regarding the cancellation of GoGeo in favor of ride GTX.

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items which may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order to be discussed and acted upon individually as part of the Regular Agenda.

Prior to the consent agenda being taken up for consideration, Mayor Schroeder recused himself due to a conflict on Item 5.N.

Moved by Doug Noble; seconded by Jake French to approve with the exception of Item 5.Z.
Motion Approved: 6 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

5.A 08.11.2026 and 08.17.2026 City Council Meeting Minutes
Consideration and possible action to approve the minutes of the City Council meeting held on August 11, 2026, and Special City Council meeting held on August 17, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - ETJ Disannexation - GTX Land Holdings, LLC - 180.464 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 180.464 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039708 and R620039 and owned by GTX Land Holdings, LLC -- Michael Charles, Real Estate Services Coordinator

5.C Resolution - ETJ Disannexation - ZMB Investments LLC - 116.06 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 116.06 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R679935 and R679936 and owned by ZMB Investments LLC -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - Support for the IH-35 Georgetown to Round Rock Project
Consideration and possible action to approve a resolution in support of the IH-35 Georgetown to Round Rock project -- Nick Woolery, Assistant City Manager

5.E Resolution - Approve Financing Agreements between Georgetown and the Texas Water Development Board
Consideration and possible action to approve a Resolution approving Financing Agreements between the City of Georgetown, Texas and the Texas Water Development Board and Other Matters in Connection Therewith -- Zane Brown, Strategic Project Manager

5.F Resolution - TxDOT Grant - Purchase of 29+ Acres at 350 Serenada Drive
Consideration and possible action to approve a Resolution documenting the City's support and acceptance of a grant from the Texas Department of Transportation for the purchase of 29.156 acres located at 350 Serenada Drive -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.G Resolution - GEDCO Budget FY2027
Forwarded from Georgetown Economic Development Corporation (GEDCO):

Consideration and possible action to approve a Resolution adopting the proposed fiscal year 2027 Budget for the Georgetown Economic Development Corporation (GEDCO) -- Randi Cormack, Budget Manager

5.H GEDCO Admin Contract
Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve the Administrative Service Contract between the City of Georgetown and the Georgetown Economic Development Corporation (GEDCO) for the 2027 fiscal Year -- Randi Cormack, Budget Manager

5.I Resolution - GTEC Budget FY2027
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve a Resolution adopting the fiscal year 2027 Budget for the Georgetown Transportation Enhancement Corporation (GTEC) -- Randi Cormack, Budget Manager

5.J GTEC Admin Contract
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve the Administrative Services Contract between the City of Georgetown and the Georgetown Transportation Enhancement Corporation (GTEC) for the 2027 fiscal year -- Randi Cormack, Budget Manager

5.K Interlocal Agreement with City of Pflugerville
Consideration and possible action to approve an Inner Local agreement with City of Pflugerville, to allow for cooperative purchasing -- April Haughey, Assistant Public Works Director and Molly Ritter, Public Works Operations Manager

5.L Acceptance of FY2023 CDBG grant funds of Williamson County for Home Repair Program
Consideration and possible action authorizing the mayor to sign an agreement accepting the FY2023 Community Development Block Grant (CDBG) grant funds allocated by Williamson County for the Home Repair Program by Habitat for Humanity -- Ryan Clark, AICP, Assistant Planning Director

5.M Approval to award FY2023 CDBG funds from Williamson County to Habitat for Humanity for the Home Repair Program
Consideration and possible action for the Mayor to sign an agreement to award $150,000.00 of FY2023 Community Development Block Grant (CDBG) funds from Williamson County to Habitat for Humanity for their Home Repair Program in Georgetown -- Ryan Clark, AICP, Assistant Planning Director

5.N Interlocal Agreement with GISD for use of City of Georgetown Pools
Consideration and possible action to approve the Interlocal Agreement with Georgetown Independent School District for use of Williams Drive Pool, Village Pool and Classroom, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.O Facility use agreement with Georgetown Summer Swim Association
Consideration and possible action to approve a facility use agreement with Georgetown Summer Swim Association for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.P Facility use agreement with GTX Swim
Consideration and possible action to approve a facility use agreement with GTX Swim for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.Q Facility use agreement with San Gabriel Aquatics
Consideration and possible action to approve a facility use agreement with San Gabriel Aquatics for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.R FD Uniform Purchase from Got You Covered Uniforms
Consideration and possible action to approve the purchase of firefighter uniforms and uniform accessories from Impact Promotional Services dba "Got You Covered Work Wear and Uniforms" utilizing BuyBoard Cooperative Contract #773-25 in an amount not to exceed $200,000.00 -- John Sullivan, Fire Chief

5.S SEnergy Electric Distribution, Substation, Relays and Controls Task Order
Consideration and possible action to approve Task Order SEL-26 -004 with Schneider Engineering (d.b.a. SEnergy) for Electric Distribution, Substation, Relays and Controls in an amount not to exceed $750,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.T Centerline Supply Inc. for Various Pavement and Traffic Safety
Consideration and possible action to approve an agreement with Centerline Supply Inc. buy board 803-26 to purchase traffic safety products, signage and sign materials, pavement marking equipment and supplies for an amount not to exceed $300,000.00; CC 090826 -- Eric Johnson, Public Works Director and Molly Ritter Public Works, Operations Manager

5.U Second Renewal of a Landscape Maintenance Contract with Heart of Texas Landscape and Irrigation Company
Consideration and possible action to approve the second renewal of the mowing and landscape maintenance contract with Heart of Texas Landscape and Irrigation Company of Belton, Texas for landscaping, grounds maintenance and mowing services at City parks, facilities, GVPID maintenance areas, cemeteries, and rights of way in an amount not to exceed $1,014,647.67 -- Eric Nuner, Interim Parks and Recreation Director

5.V YMCA Construction Agreement
Consideration and possible action to approve a Construction Agreement between the City of Georgetown and the YMCA of Central Texas for the construction of a new recreational facility at 6100 Williams Drive, including the City's participation through up to $10,000,000.00 in voter-approved bond proceeds, and to approve

the Construction Manager at Risk Contract between the YMCA of Central Texas and Chasco Constructors, Ltd LLP -- Jack Daly, Assistant City Manager

5.W YMCA Operating Agreement
Consideration and possible action to approve an Operating Agreement between the City of Georgetown and the YMCA of Central Texas for the operation, maintenance, and use of the new jointly owned recreational facility at 6100 Williams Drive -- Jack Daly, Assistant City Manager

5.X City of Georgetown and Preservation Georgetown Operation Agreement Renewal
Consideration and possible action to approve a renewal of the proposed operating agreement between the City of Georgetown and Preservation Georgetown for the use of Grace Heritage Center -- Kim Mcauliffe, Director of Downtown and Tourism Director and Amanda Still, Arts and Culture Program Manager.

5.Y City of Georgetown 2027 State Legislative Agenda
Consideration and possible action to approve the City of Georgetown 2027 State Legislative Agenda for the 90th Legislative Session -- Jacob Reagan, Intergovernmental Relations Manager, and Amberley Kolar, Policy Analyst

5.Z Second Reading - Electric Rate Ordinance Updates
Second reading of an Ordinance amending Chapter 13.04 of the Code of Ordinances relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

This item was removed from the Consent Agenda and not taken up for consideration by the Council.

5.AA Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for Parks at Westhaven PID
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for Parks at Westhaven Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

5.AB Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for the Preserve at Water Oak PID
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for the Preserve at Water Oak Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

5.AC Second Reading - Reinvestment Zone No. 2026-002
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-002 -- Cameron Goodman, Economic Development Director

6. Legislative Regular Agenda

6.A First Reading - Contract Authority for Cooperative Agreements

First reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

Wallace presented and reviewed the need for the changes.

Moved by Ron Garland; seconded by Amanda Parr to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.B FY2027 Budget Public Hearing

Conduct a public hearing on the proposed FY2027 Annual Budget -- Randi Cormack, Budget Manager

Cormack presented and reviewed staff recognition for work done, budget key themes, overview of all budget funds, FY2027 major expense categories, FY2027 total staffing increase of 39.5 positions, FY2027 property tax rate, FY2027 Sales Tax, public outreach completed prior to budget adoption, feedback received from residents, and next steps.

Mayor Schroeder opened the public hearing at 6:13 p.m. There were no speakers. The public hearing closed by Council vote at 6:13 p.m.

Moved by Kevin Pitts; seconded by Ron Garland to approve closing the public hearing. **Motion** Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.C Public Hearing on Proposed FY2027 Property Tax Rate

Conduct a public hearing on the proposed 2026 Property Tax Rate used for the FY2027 Annual Budget -- Randi Cormack, Budget Manager

Mayor Schroeder opened the public hearing at 6:14 p.m. There were no speakers. The public hearing closed by Council vote at 6:14 p.m.

Moved by Kevin Pitts; seconded by Doug Noble to Approve closing the public hearing. **Motion** Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.D First Reading - Annual Operating Budget FY2027

First Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

Cormack read the Ordinance caption.

City Secretary Robyn Densmore performed a roll-call vote.

Moved by Kevin Pitts; seconded by Jake French to approve an Ordinance adopting the Fiscal Year 2027 annual budget.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.E Resolution - Ratify the Property Tax Rate Increase for FY2027 Budget

Consideration and possible action to approve a Resolution ratifying the property tax increase included in the FY2027 Annual Budget and acknowledging that the 2026 tax rate will raise more revenue from property taxes than the previous year -- Randi Cormack, Budget Manager

Cormack noted that this vote is required by state law and is not a vote on the tax rate.

She then read the Ordinance caption.

Moved by Kevin Pitts; seconded by Ron Garland to approve to ratify the property tax increase reflected in the Fiscal Year 2027 budget.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.F First Reading - Levying the Property Tax Rate

First Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

Cormack presented the item and noted the following: this item is to levy the tax rate. State law requires this to be a separate vote from adopting the budget and a separate vote from ratifying the tax rate; the proposed property tax rate is 36.3167 cents per $100 of assessed valuation, which is higher than the current tax rate, and total rate is comprised of 11.2630 cents for maintenance and operations and 25.0537 cents for interest and sinking (debt service); and the Operations and Maintenance portion of the rate has decreased by $0.001241 per $100 of valuation, and the Interest and Sinking (or debt service) portion is increasing by $0.011408. She added

that State law requires that the Operations and Maintenance portion of the tax rate revenue may only be increased by 3.5%, and the proposed rate complies with this requirement.

Cormack read the Ordinance caption.

General discussion among Council and staff regarding clarification on how the increase is calculated.

Moved by Kevin Pitts; seconded by Jake French to approve a tax rate of 11.2630 cents for the maintenance and operations component of the overall tax rate.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to approve a tax rate of 25.0537 cents for the debt service component of the overall tax rate.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to approve that the property tax rate be increased by the adoption of a tax rate of 36.3167 cents, which is effectively a 0.28 percent increase in the tax rate.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.G First Reading - Administrative Department Updates

First Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

Cormack presented the item and read the ordinance caption.

Moved by Kevin Pitts; seconded by Amanda Parr to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.H First Reading - Amendment to Miscellaneous Utility Account Fees
First Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

Hernandez presented and reviewed the purpose of the review; methodology; summary of proposed fee changes for the Meter Tampering Fee; explanation of the Meter Tampering Fee; and the financial impact.

General discussion among Council and staff regarding the breakdown of costs associated with meter tampering, and how the frequency of meter tampering is almost daily.

Hernandez read the Ordinance caption.

Moved by Jake French; seconded by Ron Garland to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.I Public Hearing and First Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID

Public Hearing and First Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

Andrea Barnes, P3 Works, presented and reviewed the item's purpose; original FY2026 budget comparison with approved and projected costs; revised FY2026 budget comparison with approved and projected costs; revenue for annual assessment rate; original FY2027 budget and next four years; revised FY2027 budget and next four years; and next steps.

General discussion among Council and Barnes regarding the maintenance related to the irrigation in the GVPID.

Skye Masson, City Attorney, read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:35 p.m. as there were no speakers.

Moved by Kevin Pitts; seconded by Ben Stewart to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.J First Reading - Adoption of the 2026 National Electric Code

First Reading of an Ordinance to amend Chapter 15.16 of the Code of Ordinances adopting the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

Holt presented and noted that there were no updates since the proposed changes were presented at the August 11, 2026 workshop

Holt read the Ordinance caption.

There was no discussion by the Council on the item.

Moved by Jake French; seconded by to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.K First Reading - Adoption of the 2021 International Fire Code

First Reading of an Ordinance to amend Chapter 8.04 of the Code of Ordinances amending and adding to the City's local amendments to the 2021 International Fire Code - - Daniel Bilbrey, Deputy Fire Marshal

Daniel Bilbrey, Deputy Fire Marshal, presented and noted that there were no updates since the proposed changes were presented at the August 11, 2026 workshop

Bilbrey read the Ordinance caption.

There was no discussion by the Council on the item.

Moved by Jake French; seconded by Ron Garland to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.L First Reading - Amending Rates of Speed on Ronald Reagan Blvd

First Reading of an Ordinance to amend sections 10.12.090 & 10.12.130 of the Code of Ordinances related to the rates of speed on Ronald Reagan Blvd; extending the speed limit on Westinghouse Rd within the City limits; establishing a school zone on State Highway 195; and relocating a school zone on Woodlake Dr -- Lua Saluone, P.E., Transportation Manager

Saluone presented and reviewed: a map of Ronald Reagan where the proposed 55 mile per hour speed limit is being proposed; a map of Westinghouse Rd where the

proposed 45 mile per hour speed limit is being proposed; a map of SH195 where the proposed 35 mile per hour speed limit is being proposed for a school zone outside of Grace Academy; and a map of Woodlake Drive where the proposed 35 mile per hour speed limit is being proposed for a school zone.

Saluone read the Ordinance caption.

General discussion among Council and staff regarding signage updates that will be needed, County plans to widen portions of Ronald Reagan and how it will impact the current proposed speed limit, and timing of construction.

Thomas Mitchell addressed the Council regarding his traffic safety concerns on Ronald Reagan.

Moved by Ben Stewart; seconded by Jake French to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.M First Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development

Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed- Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

Iiams presented and reviewed the Aerial Map; Future Land Use/Future Mobility Plan Map; Special Area (SA) zoning designation explanation; Mixed Density Neighborhood (MDN) zoning designation explanation; Zoning Map; current zoning types; Planned Unit Development (PUD) zoning designation; concept site plan; deviations from the UDC standards; and how the application complies with the approval criteria for UDC Sections 3.06.030 and 3.06.040. She added that notifications were sent and, to date, staff has received no comments. Iiams noted that at their July 21, 2026, meeting, the Planning and Zoning Commission recommended APPROVAL of the request with a 7-0 vote.

Iiams read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:59 p.m. as there were no speakers.

General discussion among Council and staff regarding the basement usage, penthouse demolition, and appreciation of work done to date.

Moved by Jake French; seconded by Amanda Parr to approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.N First Reading - 2025-8-SUP - 2815 N. Austin Ave

Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

Skawin presented and reviewed the Aerial Map, Zoning Map, Concept Plan, landscaping, how the application complies, partially complies, and does not comply with the approval criteria for UDC Sections 3.07.030 and 3.06.030, and staff's recommendation for approval. He added that public notifications were sent, and to date staff has received no comments in favor or opposition. Skawin stated that at their August 4, 2026, meeting, the Planning & Zoning Commission recommended Approval of the request with a 7-0 vote and the condition of hours of operation being limited to 7:00 a.m. - 8:00 p.m.

Skawin read the Ordinance caption.

General discussion among Council and staff regarding a nearby gas station.

Mayor Schroeder opened and closed the public hearing at 7:07 p.m. as there were no speakers.

Moved by Jake French; seconded by Amanda Parr to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Adjournment

Mayor Schroeder adjourned the meeting at 7:08 p.m.

These minutes were approved at the meeting of _____

_____ _____

Mayor Attest

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Appointment of FY 2027 Board and Commission and Chair Appointments

SUGGESTED ACTION:
Consideration and possible action to confirm the Mayor's recommendations of the appointments of new and returning members, and chairs to the city Boards and Commissions -- Mayor Josh Schroeder

ITEM SUMMARY:
The annual appointment process begins in July with Applications being open for all boards. Council and Mayor reviewed all applicants and made the selections according to the policy and process in Chapter 2.36 City Commission, Committees and Boards of the Municipal Code of Ordinances. Terms of office shall be two years in length with normal, yearly appointments. No members serve more than two consecutive terms. Terms become effective October 1, 2026. Please see attached list for recommendations.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:
Board and Commission Appointments FY 2027 09.08.2027 for CC.pdf

Board and Commission Appointments FY 2027
Chair Appointments listed with each Board
Full Roster listed, * indicates new or reappointed, and Chair

Arts and Culture Advisory Board
*Alicia Kaplan
Denise Brown
Diane Sandlin
Jeff Manley
*Lynn Kessel * (Chair)
Morgan Myers
Robert Thomas

Building Standards Commission
Garth Aegerter
*Jennifer Van Pelt
*Joe Digiacomo
Michael Price * (Chair)
Shelley Morgan

Georgetown Economic Development Corporation
*Amanda Parr * (Chair)
*Doug Noble (Council)
Fred Brent
Kris Kasper
Robert Hilton
Sarah Korpita
*Shawn Hood

Electric Utility Advisory Board
Ben Butler *(Chair)
*Joe Digiacomo
*Laura Plunkett
Elizabeth Wick
*Mike Triggs

Historic and Architectural Review Commission
*Catherine Morales (Alternate)
*Danni Babik (Alternate)
*Josh Baran
*Kevin Cummins
Linda Burns
*Phil Rotheram
* Stuart Garner
Sydney Lemanski
Wendy Cash * (Chair)

Housing Advisory Board
*Gene Griffin
*Michael Charles
Nikki Brennan (Housing Authority Rep)
Philip Golden
Randy Hartford
Roger Brigance
*Todd Smith

Library Advisory Board
*Catherine Reilery
David Zeornes
Denise Brown
*Dustin Lujan
*Laura Helpert * (Chair)
*Susan Raser
Thomas Sinwell

Main Street Advisory Board
Evan Cuyler *(Chair)
Calvin-Woolery Price
Jaime Manuel Aguilar
*Karin Sladek
Markus Lindsey
*Michelle Jaroszewski-Webb
*Shelley Rodocker

Parks and Recreation Advisory Board
Corey Abbate * (Chair)
*Brandon Harper
*Damon Shareef
*Denise Hemphill
Jenna Lewis
Michael Price
*Steve Mayer

Planning & Zoning Commission
*David Alan McDonald
Ercel Brashear
*Kris Kasper
*Michael Charles
Pierce MacGuire
*Sam Spahn (Alternate)
Scott Allen
*Steve Dickey (Alternate)
*Travis Perthuis * (Chair)

Georgetown Transportation Enhancement Corporation
*Amanda Parr (Council)
*Doug Noble (Council) * (Chair)
Fred Brent
*Kris Kasper
Robert Hilton
Sarah Korpita
*Shawn Hood

Unified Dev Code Advisory Commission
Anthony Doak
Brian Carr
*Chris Demers
Landon Smith
*Renae Jenkins
Ryan Egan
Steve Dickey* (Chair)

Georgetown Village PID
*Donna Looper
*Hunter Konzen
*Patti Briggs
Vacancy
Vacancy
Vacancy
Vacancy

Water Utility Advisory Board
Ron Garland * (Council - Chair)
Kevin Pitts (Council)
*Ercel Brashear
Brian Birdwell
Mitch Pearson
Randy Hartford
*William Gedney

Zoning Board of Adjustment
Ercel Brashear
*Jen Bradac
*Kris Kasper
Michael Charles
*Scott Allen
*Stephanie Blanck (Alternate)
Travis Perthuis * (Chair)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Appointment of Ethics Commission

SUGGESTED ACTION:
Consideration and possible action to confirm the appointment of the Ethics Commission, with designations by each councilmember -- Mayor Josh Schroeder

ITEM SUMMARY:
The following people have agreed to serve on the 2027 Ethics Commission. Terms begin October 1, 2026. The Ethics Commission is governed by Chapter 2.20 - Ethics of the Georgetown Code of Ordinances. Recommended members are shown on the attached list.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:
Ethics Commission 09.09.2026.pdf

Ethics Commission Appointments by District

FY 2026

Mayor Rep	Jusak Bernhard
District 1 Rep	Sarah Korpita
District 2 Rep	Greg Herbert Pate
District 3 Rep	Scott Singer
District 4 Rep	Joe Orsak
District 5 Rep	Peter Bahrs
District 6 Rep	Jared Pyka
District 7 Rep	Sam Brannon

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - ETJ Disannexation - Orangestone La Branch, LLC - 30.01 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 30.01 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R333612 and owned by Orangestone La Branch, LLC -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Orangestone La Branch_CR105_30 AC-FINAL.pdf
Map ORANGESTONE LA BRANCH LLC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 30.01 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R333612, AND BEING LOCALLY KNOWN AS 707 COUNTY ROAD 105 SPUR, HUTTO, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 13, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 30.01 acre tract of land in the John McQueen Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

RECEIVED
AUG 13 2026
CITY SEC.

PETITION FOR RELEASE FROM THE

EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

August 13, 2026

Petitioner/ Property Owner: **Orangestone La Branch, LLC**
Hussain Nathoo, Manager
[redacted]

De-annexation Area Requested:

A tract of 30.01 acres of land out of the John McQueen Survey, Abstract Number 426, in Williamson County, Texas; being that tract described as containing 30.00 acres in a deed from First Texas Bank to Larry James Reid and wife, Rhonda G. Reid, dated July 2, 1993, and recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas.

Parcel ID No. / Property Address: R333612
707 CR 105 Spur, Hutto, TX 78634

Legal Description: **AW0426 AW0426 – McQueen, J. Sur., ACRES 30.01, Hutto, Texas**

See Exhibit A (Deed including Legal Description) and Exhibit B (Survey/Location Map)

Contact Person for Petitioner: **Anthony Goode**
Goode Faith Engineering, LLC
1620 La Jaita Drive, Suite 300
Cedar Park, Texas 78613
[redacted]

Pursuant to the requirements of Texas Local Government Code Chapter 42, Section 24.104. The owner of the subject property is, with this letter, petitioning for the release from the City of Georgetown's Extra Territorial Jurisdiction (ETJ). **Orangestone La Branch, LLC** is the owner of **Legal Description: AW0426 AW0426 – McQueen, J. Sur., ACRES 30.01, Hutto, Texas. Property ID R333612**

The property is currently located within the boundaries of Georgetown's Extra Territorial Jurisdiction. A map of the property has been included with this petition.

This Petition is signed and notarized by the Petitioner as the owner of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr Street, Georgetown, Texas 78626.

Petitioner respectfully request that the City of Georgetown immediately release the Property from the City's ETJ. Please process this document in accordance with Chapter 42, Local Government Code, Sec. 42.105 and notify the property owner of the results of the petition at the following address and email address.

Petitioner / Property Owner:

Orangestone La Branch, LLC
Hussain Nathoo, Manager
[redacted]

Signature of Property Owner:

_____
Hussain Nathoo, Manager

Date of Birth: [redacted]

Date Signed: 7/23/2026

State of Texas §

County of Harris §

This instrument was acknowledged before me on 7/23, 2026 by Hussain Nathoo

_____
Notary, State of Texas

My commission expires: 5/24/2028

PAULA MELENDEZ
Notary ID #128752189
My Commission Expires
May 24, 2028

EXHIBITS:
Exhibit A – Deed including Legal Description
Exhibit B – Survey / Location Map
Exhibit C – WCAD Records
Exhibit D – Franchise Account Status
Exhibit E - Unanimous Written Consent of the Members and Managers

EXHIBIT "A"

DEED INCLUDING LEGAL DESCRIPTION

ELECTRONICALLY RECORDED 2026052737
Williamson County, Texas Total Pages: 32

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST
SECURITY AGREEMENT-FINANCING STATEMENT
ASSIGNMENT OF RENTS

This Deed of Trust-Security Agreement-Financing Statement-Assignment of Rents is entered into by and between **Orangestone La Branch, LLC, a Texas limited liability company,** ("Grantor", whether one or more), **RAY A. GONZALES** ("Trustee") and **FALCON INTERNATIONAL BANK** ("Noteholder") on the terms and conditions hereinafter set out.

1. DEFINITIONS

1.1 The term "Indebtedness" shall mean and include:

1.1.1 Any sums becoming due and payable pursuant to the Note (as hereinafter defined);

1.1.2 Any sums becoming due and payable by Grantor to Noteholder, as the result of advancements made by Noteholder, pursuant to the terms and conditions of this Deed of Trust or any other instruments securing, executed in connection with or otherwise relating to the Note;

1.1.3 The full and complete performance of each and every obligation of Grantor contained herein or contained in any other instrument executed by Grantor pertaining to the Note or the security therefor;

1.1.4 Any other indebtedness or liability of all kind of Grantor to Noteholder, now existing or hereafter arising, whether fixed or contingent, joint and/or several, direct or indirect, primary or secondary, and regardless of how created or evidenced; and

1.1.5 Any renewals, modifications or extensions of the obligations of Grantor to Noteholder, whether or not Grantor executes any renewal or extension agreement.

1.1.6 **This conveyance is made in trust to secure: (1)(a) the payment of any and all instruments evidencing any indebtedness or other obligation of Grantor now or hereafter owing, whether such indebtedness be direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising, to the same extent and with like effect as though same were particularly described herein; it being contemplated that Grantor may hereafter become indebted to Noteholder in further sum or sums; and regardless of whether such indebtedness be evidenced by note, check, draft, endorsement, guaranty, bill of exchange, letter of credit, open account, overdraft, or in any other manner, and the exact amount of all such indebtedness may be ascertained**

at any time by inquiry made of Noteholder; and (b)any and all renewals, extensions, modifications, supplements, amendments, revisions and rearrangements of any and all of the above described indebtedness, said indebtedness hereby secured payable to the order of FALCON INTERNATIONAL BANK, whose mailing address is 5219 McPherson Road, Laredo, Texas 78041, hereafter called Noteholder, (which term shall include any assignee of or holder of the indebtedness hereby secured) both interest and principal being payable as it accrues at the office of Noteholder in Laredo, Webb County, Texas, payable and bearing interest as therein specified; (2) all of the covenants and obligations of Grantor to Noteholder, as contained in said instruments evidencing said indebtedness, and reference is here made to said indebtedness for the full terms and conditions thereof, and the same is hereby incorporated herein as fully as if written out verbatim therein and (3) all future advances from Noteholder to Grantor or other future obligations of Grantor under any and all instruments evidencing any indebtedness or other obligation of Grantor or now or hereafter owing, whether such indebtedness be direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising, to the same extent and with like effect as though same were particularly described herein; it being contemplated that Grantor may hereafter become indebted to Noteholder in further sum or sums; and regardless of whether such indebtedness be evidenced by note, check, draft, endorsement, guaranty, bill of exchange, letter of credit, open account, overdraft, or in any other manner, and the exact amount of all such indebtedness may be ascertained at any time by inquiry made of Noteholder; and (b)any and all renewals, extensions, modifications, supplements, amendments, revisions and rearrangements of any and all of the above described indebtedness, said indebtedness hereby secured payable to the order of FALCON INTERNATIONAL BANK, whose mailing address is 5219 McPherson Road, Laredo, Texas 78041, whether or not this Deed of Trust is specifically referenced. All future advances and other future obligations are secured as if made on the date of this Deed of Trust. Nothing in this Deed of Trust shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

AN
Grantor initials

1.2 The term "Mortgaged Additional Property" shall mean and include (i) all of the personal property and/or fixtures of every kind and nature whatsoever now or hereafter owned by Grantor, in or hereafter placed in or used or that may become used in connection with or in the operation of the Mortgaged Premises (as hereinafter defined), together with additions thereto, or replacements, and substitutions therefor, **(ii) any and all Contracts for Deed, Contracts for Sale, Earnest Money Contracts, all monetary payments and receipts on Contracts for Deed, Contracts for Sale, Earnest Money Contracts, Deposit Accounts (including accounts holding security deposit), funds, Accounts, Instruments, Documents, General Intangibles, and Chattel Paper, Software, and Payment Intangibles, now owned by Grantor or that may hereafter be acquired by Grantor, arising from the development, construction, use, occupancy, operation, maintenance, or enjoyment of the ownership of the Real Property described herein or by virtue of any transaction related to the Real Property described herein, including but not limited to the sale of lots or tracts, out of the land included herein, and (iii) the proceeds of all of the foregoing.**

1.3 The term "Mortgaged Premises" shall mean and include the Real Property described herein; together with (i) all building materials and equipment, fixtures and articles of personal property now or

hereafter attached to or placed in or used or that may become used in connection with or in the operation of the Real Property, including, but not limited to, all lighting, heating, ventilating, air-conditioning, plumbing and landscaping materials and supplies, together with additions thereto, replacements and substitutions thereof; (ii) all plans, specifications, site improvement data, surveys, engineering studies, maps, photographs, contracts and subcontracts relating to the Real Property, including but not limited to all construction contracts and all sales contracts and all Contracts for Deed; (iii) all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Real Property; (iv) all proceeds payable under any policy of insurance relating to the Real Property, or resulting from the taking of all or part of the real property described herein or any rights appurtenant thereto for any public or quasi-public use by right of eminent domain, or by purchase in lieu thereof; (v) all other interests of every kind and character which Grantor now has or at any time hereafter acquires in and to the above real and personal property described herein, including but not limited to any mineral interests, oil and gas minerals, royalties, bonus rights or executive rights to the real property described herein (notwithstanding any reference to surface only in the legal description of the property); and (vi) the proceeds of all of the foregoing. It is hereby agreed that to the extent permitted by law, all of the foregoing personal property and fixtures are to be deemed to be a part of, and affixed to, the Real Property.

1.4 The term "Mortgaged Property" shall mean the Mortgaged Premises and Mortgaged **Additional** Property.

1.5 The term "Note" shall mean that certain Commercial Real Estate Lien Note of even date herewith in the principal sum of **TWO MILLION FIVE HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED AND NO/HUNDREDTHS DOLLARS ($2,579,400.00)**, executed by Grantor and payable to the order of Noteholder, (final maturity date is **JUNE 17, 2028**) and all notes given in renewal, extension or modification of the Note or any portion thereof.

1.6 The term "Real Property", "Mortgaged Property", "Mortgaged Additional Property" and "Mortgaged Premises" shall mean all rights and interest described in this Deed of Trust in reference to the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

1.7 Should the Real Property, or a parcel of the Real Property, be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 et seq., the personal property secured by this Deed of Trust/Security Agreement/Financing Statement and located on the applicable parcel shall be limited to those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

2. CONVEYANCE IN TRUST

In consideration of Ten Dollars ($10.00) cash in hand paid, and of Noteholder's advancing or extending to Grantor the funds or credit constituting the Indebtedness, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys to Trustee

the above-described Mortgaged Property, in trust, for the purpose of securing the Indebtedness, TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging unto the Trustee and his substitutes or successors forever, and Grantor is hereby bound to warrant and forever defend all the Mortgaged Property unto the Trustee, his substitutes or successors and their assigns, against the claims of all persons claiming any interest in the Mortgaged Property or any part thereof.

3. ADDITIONAL SECURITY

As further security for the Indebtedness:

3.1 Security Interest. The term "Debtor" shall refer to Grantor and the term "Secured Party" shall refer to Noteholder. Debtor, hereby grants and conveys to Secured Party, a security interest in and a lien on the following (the "Collateral") (i) the Mortgaged Additional Property; (ii) all building materials and equipment, fixtures, and articles of personal property now or hereafter attached to or placed in or used or that may become used, in connection with or in the operation of the Real Property, including but not limited to, all lighting, heating, ventilating, air-conditioning, plumbing, and landscaping materials and supplies, together with additions thereto, replacements and substitutions thereof; (iii) all plans, specifications, site improvement data, surveys, engineering studies, maps, photographs, contracts and subcontracts relating to the Mortgaged Property, including but not limited to all construction contracts and sales contracts, and all Contracts for Deed (iv) all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Mortgaged Property, (v) all proceeds payable under any policy of insurance relating to the Real Property, or resulting from the taking of all or part of the real property described herein or any rights appurtenant thereto for any public or quasi public use by right of eminent domain, or by purchase in lieu thereof; (vi) all names, tradenames and trademarks under which the Mortgaged Property is operated or known; (vii) all other interests of every kind and character which Grantor now has or at any time hereafter acquires in and to the Real Property and personal property described herein; and (viii) the proceeds of all of the foregoing. Grantor hereby represents, warrants and covenants that (i) Grantor is the owner and holder of the Collateral, free and clear of any adverse claim, security interest or encumbrance, except those created herein; and (ii) Grantor will defend the Collateral and the priority of the security interest created herein as a valid first security interest against all claims and demands; (iii) there are no financing statements executed by Debtor now on file in any public office; and (iv) Grantor will deliver to Noteholder such other and further agreements, financing statements and assignments as Noteholder may request and authorizes Noteholder to file or record such statements in such offices and at such times as Noteholder deems necessary. Information concerning the security interest created by this instrument may be obtained from Noteholder and Grantor at the addresses set out hereinafter. Grantor authorizes Secured Party to file Financing Statements covering all of the above described collateral.

FIXTURE FILING COLLATERAL IS OR INCLUDES FIXTURES: This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgage Additional Property and the other property described in the preceding paragraph, which is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Noteholder) as set forth at the end of this Deed of Trust.

The term **"UCC"** is defined as the Uniform Commercial Code of the State of Texas in effect from time to time or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State of Texas, then as to the matter in question, the Uniform Commercial Code in effect in that state from time to time.

3.2 Assignment of Condemnation Awards. To the extent of the full amount of the Indebtedness secured hereby and of cost and expenses (including reasonable attorneys' fees) incurred by Noteholder in the collection of any award or payment, Grantor hereby assigns to Noteholder any and all awards or payments, including all interest thereon, together with the right to receive the same, which may be made with respect to the Mortgaged Property as a result of (i) the exercise of the right to eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to or decreased value in the Mortgaged Property. All such awards and payments shall be paid directly to Noteholder, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by Noteholder in obtaining such awards and payments, Noteholder may, at its option, apply the balance on the Indebtedness, in any order and whether or not then due, or to the restoration of the Mortgaged Property or release all or any portion of such awards and payments to Grantor. Any application of such awards or payments shall not cure or waive any default.

3.3 Assignment of Rents.

3.3.1 Absolute Assignment of Rents. As part of the consideration for the indebtedness evidenced by the Note, and for other valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor hereby assigns and transfers to Noteholder all Rents (as security for the repayment of the Indebtedness), including those now due, or to become due by virtue of any leases, sublease or other agreement for the occupancy or use of all or any part of the Mortgaged Property, regardless of to whom the Rents are payable. Grantor authorizes Noteholder or Noteholder's agents to collect the Rents and directs each tenant of the Mortgaged Property to pay such Rents to Noteholder and Noteholder's agents. Grantor shall apply all Rents collected by Grantors first to the payment of the Indebtedness in such manner as Noteholder elects and thereafter to the account of Grantors. All such Rents shall be deposited in a deposit account maintained at the offices of Noteholder. Grantor and Noteholder intend that Noteholder shall have the absolute right, power and authority to collect the Rents.

3.3.2 Event of Default. Upon the occurrence of an Event of Default, and without the necessity of Noteholder entering upon and taking and maintaining full control of the Mortgaged Property in person, by agent or by a court-appointed receiver, Noteholder shall immediately be entitled to possession of all the Rents specified in this Article as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately be held by Grantor as trustee for the benefit of Noteholder only; provided, however, that the written notice to Grantor by Noteholder of the breach by Grantor shall contain a statement that Noteholder exercises its rights to such Rents. Grantor agrees that commencing upon delivery of such written notice of an Event of Default by Noteholder to Grantor, each tenant of the Mortgaged Property shall make such rents payable to and pay such Rents to Noteholder or Noteholder's agents on Noteholder's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

3.3.3 Grantor's Covenants. Grantor covenants that Grantor has not executed any prior assignment of the Rents or any portion thereof, that Grantor has not performed, and will not

perform, any acts and has not executed, and will not execute, any instrument which would prevent Noteholder from exercising its rights under this Article. Grantor covenants that Grantor will not hereafter collect or accept payment of any Rents more than thirty days prior to the due dates of such Rents without prior written consent of Noteholder. Grantor further covenants that Grantor will execute and delivery to Noteholder such further assignments of rents as Noteholder may from time to time request.

3.3.4 Appointment of Receiver; Possession of the Mortgaged Property: Upon the occurrence of an Event of Default, Noteholder may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Noteholder's security, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation, the execution, cancellation or modification of leases or subleases, the collection of Rents, the making of repairs to the Mortgaged Property, and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Noteholder elects to seek the appointment of a receiver for the Mortgaged Property upon the occurrence of an Event of Default, Grantor consents to the appointment of such receiver. Noteholder or the receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Property.

3.3.5 Application of Rents. All rents collected subsequent to the occurrence of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, including without limitation attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Property, premiums on insurance policies, taxes, assessments, and other charges on the Mortgaged Property, and the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Mortgaged Property, and then to the sums secured by this instrument. Noteholder or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those Rents actually received. Noteholder shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Noteholder under this Article.

3.3.6 Insufficient Rents. If the Rents are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Noteholder for such purposes shall become an indebtedness of Grantor to Noteholder secured by this Deed of Trust. Unless Noteholder and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Noteholder to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Grantor under applicable law.

3.3.7 No Waiver; Term. Any entering upon and taking and maintaining of control of the Mortgaged Property by Noteholder or the receiver and any application of rents as provided

herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Noteholder under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this instrument ceases to secure the Indebtedness held by Noteholder.

3.3.8 Texas Assignment of Rents Act. Nothing in this Deed of Trust shall be deemed to constitute a waiver or modification of any rights or remedies of Noteholder under The Texas Assignment of Rents Act (Tex. Property Code Chapter 64, Act of June 17,2 011, 82nd Leg., R.C., ch. 636, 2011 Tex. Gen. Laws) as amended (the Assignment of Rents Statute). Upon occurrence of an Event of Default, Noteholder may enforce the assignment of rents set out in this Deed of Trust pursuant to the provision of the Assignment of Rents Statute or any other applicable law, at the option of the Noteholder.

3.3.9 Rights Relating to Rents. Grantor has, pursuant to Section [3.3.1] of this Deed of Trust, assigned to Noteholder all Rents under each of the Leases covering all or any portion of the Mortgaged Property. Noteholder, or Trustee on Noteholder's behalf, may at any time, and without notice, either in person, by agent, or by receiver to be appointed by a court, enter and take possession of the Mortgaged Property or any part thereof; and in its own name, sue for or otherwise collect the Rents **in accordance with the Texas Assignment of Rents Act**. Noteholder may (in its sole discretion), upon the occurrence of an Event of Default, **deliver a Rent Demand to Grantor or deliver a Notice of Enforcement to all or any of the Lessees. Grantor agrees that pursuant to Section 64.002(a)(3) of the Texas Assignment of Rents Act, any Rent Demand sent by Noteholder may be sent to Grantor pursuant to the notice provisions set forth in the Loan Agreement. As described in Section 64.060 of the Texas Assignment of Rents Act, Grantor shall, within ten days after its receipt of a Rent Demand, deliver to Noteholder such Rents as are described in the Rent Demand**. All Rents collected by Noteholder, or Trustee acting on Noteholder's behalf, shall be applied as provided for in Section [3.3.5], provided, however; that if the costs, expenses, and attorneys' fees shall exceed the amount of Rents collected, the excess shall be added to the Indebtedness, shall bear interest at the Default Interest Rate, and shall be immediately due and payable. The entrance upon and possession of the Mortgaged Property, the collection of Rents, and the application thereof as set forth above shall not cure or waive any Event of Default or notice of default, if any, hereunder nor invalidate any action pursuant to such notice. Failure or discontinuance by Noteholder, or Trustee on Noteholder's behalf, at any time or from time to time, to collect said Rents shall not in any manner impair the subsequent enforcement by Noteholder, or Trustee on Noteholder's behalf, of the right, power, and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power, or authority herein granted to Noteholder, or Trustee on Noteholder's behalf, shall be, or shall be construed to be, an affirmation by it of any tenancy, lease, or option, nor an assumption of liability under, nor the subordination of, the lien or charge of this Deed of Trust, to any such tenancy, lease, or option, nor an election of judicial relief, if any such relief is requested or obtained as to Leases or Rents, with respect to the Mortgaged Property or any collateral given by Grantor to Noteholder. In addition, from time to time, Noteholder may elect, and notice hereby is given to each Lessee of such right, to subordinate the lien of this Deed of Trust to any Lease by unilaterally executing and recording an instrument of subordination, and upon such

election, the lien of this Deed of Trust shall be subordinate to the Lease identified in such instrument of subordination; provided, however, in each instance, such subordination will not affect or be applicable to (and will expressly exclude any) lien, charge, encumbrance, security interest, claim, easement, restriction, option, covenant, and other rights, titles, interests, or estates of any nature regarding all or any portion of the Mortgaged Property to the extent that the same may have arisen or intervened during the period between the recordation of this Deed of Trust and the execution of the Lease identified in such instrument of subordination.

3.3.10 Present Assignment. Grantor hereby presently and unconditionally GRANTS, BARGAINS, CONVEYS, ASSIGNS, TRANSFERS, and SETS OVER, unto Trustee and Noteholder, a security interest in, all of Grantors right, title and interest in the Rents, whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, as security for the repayment of the Indebtedness and performance of the Obligations, and to provide a source of future payment of the Indebtedness, it being the intention of Grantor and Noteholder that this conveyance be unconditional, presently, and immediately effective.

3.3.11 Collection of Rents. Subject to the terms and provisions of Section 3.3.9 above, Grantor may exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including, without limitation, the right to collect, demand, sue for, attach, levy, recover, and receive the Rents, and to give proper receipts, releases, and acquittances therefor. Grantor shall receive all Rents and will apply the Rents so collected first to the payment of the Indebtedness, next to the performance and discharge of the Obligations, and next to the payment of operating expenses for the Mortgaged Property. Thereafter, Grantor may use the balance of the Rents collected in any manner consistent with the Loan Documents. Neither this assignment nor the receipt of Rents by Noteholder (except to the extent, if any, that Noteholder actually receives and applies such Rents to the Indebtedness at its election) shall effect a pro tanto payment of the Indebtedness. Rents actually received by Noteholder shall be applied by Noteholder as provided in Section 3.3.5. Noteholder shall not be deemed to have received Rents or to have applied Rents to the Indebtedness until the money is actually received by Noteholder at its principal office specified herein, or at such other place as Noteholder shall designate in writing. Noteholder shall not apply Rents to the Indebtedness after foreclosure or any other transfer of all or any part of the Mortgaged Property to Noteholder or any third party.

3.3.12 Reliance Upon Notice of Enforcement. All Notices of Enforcement shall be delivered to Lessees in accordance with the Texas Assignment of Rents Act. Upon receipt from Noteholder of a Notice of Enforcement, each Lessee is authorized and directed to pay directly to Noteholder all Rents thereafter accruing, and the receipt of Rents by Noteholder shall be a release of such Lessee to the extent of all amounts so paid. The receipt by a Lessee of a Notice of Enforcement shall be sufficient authorization for such Lessee to make all future payments of Rents directly to Noteholder and each such Lessee shall be entitled to rely on the Notice of Enforcement and shall have no liability to Grantor for any Rents paid to Noteholder after receipt of the Notice of Enforcement. Notwithstanding the provisions of Section 64.058 of the Texas Assignment of Rents Act, Grantor agrees that

Rents so received by Noteholder for any period prior to foreclosure under this Deed of Trust or acceptance of a deed in lieu of such foreclosure may be applied by Noteholder to the payment of the following (in such order and priority as Noteholder shall determine): (a) all operating expenses for the Mortgaged Property; (b) all expenses incident to taking and retaining possession of the Mortgaged Property and/or collecting Rent as it becomes due and payable; and (c) the Indebtedness. The Indebtedness will not be reduced under this Deed of Trust to the extent, if any, that Noteholder actually receives and applies any Rents to the Indebtedness, it being recognized that there is no obligation by Noteholder to do so. Grantor further acknowledges that Noteholder shall have no obligation to apply any Rents received by Noteholder toward the expenses of protecting or maintaining the Mortgaged Property. Without impairing its rights hereunder, Noteholder may, at its option, at any time and from time to time, release to Grantor any Rents so received by Noteholder. As between Grantor and Noteholder, and any Person claiming through or under Grantor, other than any Lessee who has not received a Notice of Enforcement, this assignment is intended to be unconditional, presently, and immediately effective. The Notice of Enforcement is intended solely for the benefit of the Lessees and shall never inure to the benefit of Grantor or any Person claiming through or under Grantor, other than a Lessee who has not received such Notice of Enforcement. It shall never be necessary for Noteholder to institute legal proceedings of any kind whatsoever to enforce the provisions of this Deed of Trust with respect to Rents. **GRANTOR SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE FOR THE PAYMENT OF ANY RENTS TO NOTEHOLDER HEREUNDER AND GRANTOR SHALL INDEMNIFY, DEFEND, AND HOLD FREE AND HARMLESS EACH LESSEE FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE, OR EXPENSE SUFFERED OR INCURRED BY SUCH LESSEE BY REASON OF SUCH LESSEE'S COMPLIANCE WITH ANY NOTICE OF ENFORCEMENT.**

3.3.13 Collection of Rent. At any time during which Grantor is receiving Rents directly from any of the Lessees, Grantor shall, upon receipt of written direction from Noteholder, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Noteholder, as it becomes due and payable, including Rents that are past due and unpaid. If Grantor fails to take such action, or at any time durng which Grantor is not receiving Rents directly from Lessees, Noteholder may, without obligation, demand, collect, and sue for, in its own name or in the name of Grantor, all Rents due and payable under the Leases, as they become due and payable, including Rents that are past due and unpaid.

3.4 Assignment of Leases.

3.4.1 Assignment of Leases. Grantor assigns to Noteholder, and grants to Noteholder a security interest in, all of Grantor's rights, but not Grantor's obligations, under the Leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Mortgaged Property, (the "Leases"). Grantor also assigns to Noteholder all guaranties of tenants' performance under the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Noteholder, to enforce the Leases, unless Noteholder directs otherwise.

3.4.2 Warranties Concerning Leases and Rents. Grantor represents and warrants that: (i) Grantor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title or interest therein; (ii) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder in any material manner or amount; (iii) Grantor has provided Noteholder with true and correct copies of all current written Leases; (iv) no Rents in any material manner or amount have been or will be anticipated, waived, released, discounted, set off or compromised; and (v) except as indicated in the Lease, Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents.

3.4.3 Grantor's Covenants of Performance. Grantor covenants to: (i) perform all of its obligations under the Leases and give prompt notice to Noteholder of any failure to do so; (ii) give immediate notice to Noteholder of any notice Grantor receives from any tenant or subtenant under any Lease, specifying any claimed default by any party under such leases, excluding, however, notice of defaults under residential leases; (iii) enforce the tenant's obligations under the Leases; (iv) defend, at Grantor's expense, any proceeding pertaining to the Leases including, if Noteholder so requests, any such proceeding to which Noteholder is a party; and (v) neither create nor permit any encumbrance upon its interest as lessor of the Leases, except this Deed of Trust and any other encumbrances permitted in this Deed of Trust.

3.4.4 Prior Approval for Actions Affecting Leases. Grantor shall not, without the prior written consent of Noteholder: (i) receive or collect rents under any Lease more than one month in advance; (ii) encumber or assign future rents; (iii) waive or release any obligation of any tenant under the Leases; (iv) cancel, terminate or modify any of the Leases, cause, permit to accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases; (v) renew or extend any of the Leases, except pursuant to terms in existing Leases; (vi) permit any assignment of the Leases; or (vii) enter into any Leases after the date hereof.

3.4.5 Attornment of Tenants. All Leases of the Mortgaged Property shall specifically provide that: (i) such Leases are subordinate to this Deed of Trust; (ii) that the tenant attorns to Noteholder, such attornment to be effective upon Noteholder's acquisition of title to the Mortgaged Property; (iii) that the tenant agrees to execute such further evidences of attornment as Noteholder may from time to time request; (iv) that the attornment of the tenant shall not be terminated by foreclosure; and (v) that Noteholder may, at Noteholder's option, accept or reject such attornments.

3.4.6 Settlement for Termination. Grantor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state or local statute, shall be made without the prior written consent of Noteholder, and any check in payment of such damages shall be made payable to both Grantor and Noteholder. Grantor hereby assigns any such payment to Noteholder, to be applied to the Indebtedness as Noteholder may elect, and Grantor agrees to endorse any check for such payment to the order of Noteholder.

3.4.7 Noteholder in Possession. Noteholder's acceptance of this assignment shall not, prior to entry upon and taking possession of the Mortgaged Property by Noteholder, be deemed to constitute Noteholder a "mortgagee in possession", nor obligate Noteholder to appear in or defend any proceeding relating to any of the Leases or to the Mortgaged Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any lessee and not delivered to Noteholder. Noteholder shall not be liable for any injury or damage to person or property in or about the Mortgaged Property.

3.4.8 Appointment of Attorney. Grantor hereby appoints Noteholder its attorney-in-fact, coupled with an interest, empowering Noteholder to subordinate any Leases to this Deed of Trust.

3.4.9 **INDEMNIFICATION; HOLD HARMLESS. GRANTOR HEREBY INDEMNIFIES AND HOLDS NOTEHOLDER HARMLESS FROM ALL LIABILITY, DAMAGE, OR EXPENSE INCURRED BY NOTEHOLDER FROM ANY CLAIMS UNDER THE LEASES, INCLUDING WITHOUT LIMITATION ANY CLAIMS BY GRANTOR WITH RESPECT TO RENTS PAID DIRECTLY TO NOTEHOLDER AFTER AN EVENT OF DEFAULT AND CLAIMS BY TENANTS FOR SECURITY DEPOSITS OR FOR RENTAL PAYMENTS MORE THAN ONE (1) MONTH IN ADVANCE AND NOT DELIVERED TO NOTEHOLDER. ALL AMOUNTS INDEMNIFIED AGAINST HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES, IF PAID BY NOTEHOLDER SHALL BEAR INTEREST AT THE MAXIMUM LAWFUL RATE, SHALL BE PAYABLE BY GRANTOR IMMEDIATELY WITHOUT DEMAND, AND SHALL BE SECURED BY THIS DEED OF TRUST.**

3.4.10 Records. Upon request by Noteholder, Grantor shall deliver to Noteholder executed originals of all Leases and copies of all records relating thereto.

3.4.11 Merger. There shall be no merger of the leasehold estates, created by the Lease, with the fee estate of the Property without the prior written consent of Noteholder.

3.4.12 Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Noteholder upon written demand by Noteholder, without further consent of Grantor and regardless of whether Noteholder has taken possession of any other portion of the Mortgaged Property, and the tenants may rely upon any written statement delivered by Noteholder to the tenants. Any such payment to Noteholder shall constitute payment to Grantor under the Leases, and Grantor appoints Noteholder as Grantor's lawful attorney-in-fact for giving, and is hereby empowered to give, acquittances to any tenants for such payments to Noteholder after an Event of Default.

4. GRANTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce Noteholder to lend the funds evidenced by the Note, Grantor represents and warrants that:

4.1 Accurate Loan Information. All information and financial statements furnished or to be furnished to Noteholder by or on behalf of Grantor in connection with the Indebtedness secured by this Deed of Trust is or will be complete and accurate in all material respects.

4.2 Valid Title. Grantor is the lawful owner of the Mortgaged Property and has good, right and lawful authority to mortgage and pledge the same.

4.3 Freedom from Encumbrances. The Mortgaged Property is free from any and all liens and encumbrances, (except Permitted Encumbrances) and Grantor does warrant and will defend title to the Mortgaged Property against all claims or demands by third parties whatsoever.

4.4 Maintenance of Lien Priority. Grantor shall take all steps necessary to preserve the validity and priority of the liens on the Mortgaged Property created hereby. Grantor shall execute, acknowledge and deliver such additional instruments as Noteholder may deem necessary in order to preserve, protect, continue, extend or maintain the liens and security interest created hereby as first liens on the Mortgaged Property. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the security interest and the liens herein created as valid first and subsisting liens shall be paid by Grantor.

4.5 Representations, Warranties and Covenants as to Status of Grantor. Grantor hereby represents, warrants and covenants that:

4.5.1 Grantor is a duly formed Texas limited liability company;

4.5.2 Grantor exists and is in good standing with the State of Texas and all franchise taxes have been paid;

4.5.3 Grantor will not modify, amend or terminate its Certificate of Formation without the written consent of Noteholder; and

4.5.4 Grantor has been duly authorized to make this loan and execute this Deed of Trust.

5. COVENANTS OF GRANTOR

As long as any of the Indebtedness remains unpaid, Grantor covenants and agrees that:

5.1 Payment of Indebtedness. Grantor will pay the Indebtedness promptly when due and payable.

5.2 Payment of Taxes and Other Assessments. Grantor will pay all taxes, assessments and other governmental, municipal or other public dues, charges, fines, or impositions imposed or levied upon the Mortgaged Property or on the interest created by the Mortgaged Property or on the interest created by this Deed of Trust, or any tax or excise on rents or other tax, however described, assessed or levied by any state, federal or local taxing authority as a substitute, in whole or in part, for taxes assessed or imposed on the Mortgaged Property or on the interest created by this Deed of Trust, and at least ten (10) days before said taxes, liability, hazard and rental insurance premiums, assessments

and other governmental charges are delinquent will deliver paid receipts therefor to the Noteholder. If any tax or assessment is levied, assessed or imposed on Noteholder as a legal holder of the Note, on account of the ownership thereof by the authority of the State of Texas or any County or municipality in which the Mortgaged Property is situated, Grantor will pay all such taxes and assessments and at least ten (10) days before such taxes and assessments are delinquent will deliver paid receipts therefor to Noteholder, but if by law such tax or assessment is imposed on Noteholder and Grantor is not permitted to pay the same, Noteholder, at its option, may require the Indebtedness to be paid in full.

5.3 Insurance. Grantor shall keep the Mortgaged Property insured against loss or damage by fire, windstorm, extended coverage perils and such other hazards, casualties or other contingencies as from time to time may be required by Noteholder, and maintain rent or rental value insurance with respect to the Mortgaged Property covering the risk of loss due to the occurrence of any of the foregoing hazards, in each case and in such companies as the Noteholder may approve. All policies shall provide that any losses payable thereunder shall (pursuant to standard mortgage clauses without contribution to be attached to each policy) be payable to Noteholder. Grantor shall cause originals of any and all such insurance policies to be deposited with Noteholder. At least ten (10) days prior to the date the premiums on each such policy or policies shall become due and payable, Grantor shall furnish to Noteholder evidence of the payment of such premiums. Each of such policies shall contain an agreement by the insurer that the same shall not be canceled without at least ten (10) days prior written notice to Noteholder. Noteholder is hereby authorized, but not required, on behalf of Grantor, to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Property and to apply, at its option, the loss proceeds (less expenses of collection) on the Indebtedness, in any order and whether due or not, or to the restoration of the Mortgaged Property, or to be released to Grantor, but any such application shall not cure or waive any default. In case of sale pursuant to foreclosure of this Deed of Trust or other transfer of title to said property, or any portion thereof, in extinguishment of the Indebtedness, complete title to all policies held by Noteholder and all unearned premiums shall thereupon pass to and vest in the Purchaser or Grantee. In case of Grantor's failure to keep the Mortgaged Property properly insured as required herein, Noteholder, after notice to Grantor, at its option may (but shall no be required to) acquire such insurance as required herein at Grantor's sole expense. **TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (A) GRANTOR IS REQUIRED TO (I) KEEP THE MORTGAGE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT SPECIFIED HEREIN; (II) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER OR OTHERWISE AS PROVIDED HEREIN; AND (III) NAME NOTEHOLDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS AS PROVIDED HEREIN; (B) SUBJECT TO THE PROVISIONS HEREOF, GRANTORS MUST, IF REQUIRED BY NOTEHOLDER, DELIVER TO NOTEHOLDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) SUBJECT TO THE PROVISIONS HEREOF, IF GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED IN THE FOREGOING SUBPARTS (A) OR (B), NOTEHOLDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF GRANTOR AT GRANTOR'S EXPENSE**

5.4 Escrow for Taxes and Insurance. In the event Noteholder so elects, Grantor shall pay, in addition to the installments payable under the Note, on the same day as such installments are due and payable, a sum equal to 1/12th of the estimated annual taxes, and liability, hazard and rental insurance premiums, and special assessments, if any, next due on the Mortgaged Property. If the amount so paid is not sufficient to pay such taxes, insurance premiums and assessments, when due, the Grantor will, within ten (10) days after demand, deposit with Noteholder amounts sufficient to pay the same. Funds deposited by Grantor pursuant to this provision shall be used to pay such taxes, insurance premiums and assessments when due, provided that Grantor has furnished Noteholder with all tax statements, premium notices and other such notices at least thirty (30) days prior to the date that any such taxes, premiums and assessments may be delinquent. If there is a default under the provisions of the Note or of this Deed of Trust, Noteholder may elect at any time after default to apply the funds accumulated under this provision against the Indebtedness in any manner or order. No interest shall accrue or be allowed on any payments under the provisions of this paragraph.

5.5 Waste, Demolition, Alteration or Replacement. Grantor will cause the Mortgaged Property and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, will not commit or permit waste thereon, will not remove, demolish or alter the design or structural character of any building now or hereafter erected on the Mortgaged Premises without prior written consent of Noteholder, will comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and will from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Grantor agrees not to remove any of the fixtures or personal property included in the Mortgaged Property without the prior written consent of Noteholder and unless immediately replaced with like property of at least equal value. Upon request by Noteholder, Grantor shall provide for professional management of the Mortgaged Property by a property manager satisfactory to Noteholder, pursuant to a contract approved by Noteholder in writing.

5.6 Inventory of Personal Property. Upon request of Noteholder, Grantor shall deliver to Noteholder an inventory describing and showing the make, model, serial number and location of all fixtures and personal property used in the management, maintenance and operation of the Mortgaged Property (other than inventory or property, if any, expressly excluded from the operation of this Deed of Trust by separate written agreement) with a certification by Grantor that said inventory is a true and complete schedule of such fixtures and personal property used in the management, maintenance and operation of the Mortgaged Property and that such items specified in the inventory constitute all of the fixtures and personal properties required in the management, maintenance and operation of the Mortgaged Property and that all such items are owned by Grantor free and clear of conditional sales contracts or other title retention arrangements. Grantor hereby grants to Noteholder a security interest in all such items of fixtures and personal property under the terms and conditions of this Deed of Trust.

5.7 Reports.

5.7.1 Annually. As set out in the Loan Agreement of even or near even date herewith or if no Loan Agreement has been executed by the Grantor then upon written request of Noteholder, for each and every such year while any portion of the Indebtedness remains

unpaid, Grantor covenants and agrees to furnish or cause to be furnished to Noteholder (i) an operating statement setting forth in detail all of the gross income, including rents and all other income of every kind and all operating expenses from or related to or affecting the operations of the Mortgaged Property, certified as correct by Grantor; (ii) a balance sheet and statement of income and expenses of the Mortgaged Property for the preceding fiscal year prepared and signed by Grantor; (ii) a statement listing the name of each tenant of the Mortgaged Property, the space occupied by each tenant, the rental paid by each tenant, the term of each tenant lease and the amount, if any, of the security deposit paid by each tenant; At the time of delivering said annual statements and rent roll, Grantor shall also furnish to Noteholder duplicate originals of all leases entered into during said fiscal year. Without the prior written consent of Noteholder, Grantor shall not change the fiscal year for the Mortgaged Property.

5.8 Deed Restrictions. Grantor shall not impose any restrictive covenants or encumbrances upon the Mortgaged Premises nor execute or file any subdivision plat affecting the Mortgaged Premises, without the prior written consent of Noteholder, which consent shall not be unreasonably withheld.

5.9 Financial Statements. During the term of the note, hereby secured, to deliver to the Noteholder, as set out in the Loan Agreement of even or near even date herewith or if no Loan Agreement has been executed by the Grantor then upon written request of Noteholder, a copy of a current unaudited financial statement of the Grantor and of each Guarantor, acceptable to Noteholder, and certified by the Grantor and Guarantors, as the case may be, that the financial statement had been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied and constitute a fair presentation of the financial condition of the Grantor and each Guarantor.

5.10. U.S. Income Tax Returns. During the term of the note, hereby secured, to deliver to the Noteholder, as set out in the Loan Agreement of even or near even date herewith or if no Loan Agreement has been executed by the Grantor then upon written request of Noteholder, a copy of a current filed U.S. Income Tax Return for each calendar year of the Grantor. In the event the Federal Income Tax Returns are not filed by May 1 of said year, then Grantor must provide the Noteholder with it's filed extension request.

5.11 Encumbrances; Deed Restrictions; Plat. Grantor shall not impose any encumbrances, easements or restrictive covenants upon the Mortgaged Premises, shall not convey any interest in the Property or the Mortgaged Premises, shall not assign, lease, sever or convey any portion of any appurtenance or interest in the Property (including, without limitation any interest in the surface water, subsurface water or groundwater appurtenant to the Property) nor execute or file any subdivision plat affecting the Mortgaged Premises, without the prior written consent of Beneficiary

6. PAYMENT OF INDEBTEDNESS

If Grantor shall pay, or cause to be paid, all of the Indebtedness and does keep and perform each and every covenant, condition and stipulation herein, in the Note contained, or in any other instrument securing, evidencing or related to the Indebtedness, then this Deed of Trust and the grants and conveyances contained

herein shall become null and void, and the Mortgaged Property shall revert to Grantor and the entire estate, right, title and interest of the Trustee and Noteholder will thereupon cease; and the Noteholder in such case shall, upon the request of Grantor and at Grantor's costs and expense, deliver to Grantor proper instruments acknowledging satisfaction of this instrument; otherwise, this Deed of Trust shall remain in full force and effect.

7. EVENT OF DEFAULT

7.1 Acts Constituting Default. Grantor will be in default under this Deed of Trust upon the happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Deed of Trust (hereinafter collectively referred to as an "Event of Default"):

7.1.1 Grantor fails to make when due any payment of principal or interest under the Indebtedness, or otherwise breaches any of the provisions contained in the Note;

7.1.2 Grantor fails to keep or perform any of the covenants, conditions or stipulations contained in this Deed of Trust or in any instruments securing, evidencing or related to the Indebtedness;

7.1.3 Any warranty or representation made in this Deed of Trust by Grantor is determined by Noteholder to be untrue in any material respect;

7.1.4 The Certificate of Formation for Grantor is amended, modified or terminated (whether voluntarily or involuntarily, or by operation of law or otherwise) without the prior written consent of the Noteholder;

7.1.5 Grantor, without the prior written consent of the Noteholder, sells, transfers, conveys, hypothecates or encumbers, or permits to be sold, transferred, conveyed, hypothecated or encumbered, its interest in the Mortgaged Property (or any part thereof) or Grantor's possessory rights in the Mortgaged Property are transferred, or if a controlling interest in Grantor is sold, conveyed, transferred, hypothecated or encumbered; and

7.1.6 Grantor (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer in bankruptcy seeking to be declared a bankrupt, or seeking reorganization or an arrangement or otherwise to take advantage of any State or Federal bankruptcy or insolvency law; (iii) makes an assignment for the benefit of creditors; (iv) files a petition for or consents to the appointment of a receiver for the assets or any part thereof, belonging to Grantor or any partner of Grantor; (v) is adjudicated a bankrupt; or (vi) has an order, decree or judgment, without Grantor's consent, entered by a court of competent jurisdiction appointing a receiver of the Mortgaged Property or approving a petition filed against Grantor seeking reorganization or an arrangement of Grantor under any bankruptcy or insolvency law, and such order, decree or judgment is not vacated, set aside or stayed within sixty (60) days from the date of entry.

7.1.7 **Capital from the Project or Real Property.** Grantor(s) understand and agree that all contributed or internally generated capital must remain in the real property and improvements (the project) until subject Indebtedness is converted to permanent financing or it is paid in full. Grantor(s) shall not withdraw any existing capital contribution from the Real Property or Improvements, or any capital subsequently generated from the Real Property and Improvements prior to any of the following events:

1) Converting subject Indebtedness to satisfactory permanent financing to Noteholder, as determined by Noteholder's sole, subjective discretion,

2) Selling the Real Property and Improvements and paying off the related indebtedness in its entirety, or

3) Paying off the Note/Indebtedness in its entirety.

Any such withdrawal of capital by Grantor(s) shall be a default under this Deed of Trust, and all other documents executed in connection herewith and the herein described Note.

7.1.8 The occurrence of an Event of Default, as defined or described in any other instrument, document or agreement securing, evidencing or related to the Indebtedness or executed in connection therewith.

8. RIGHTS OF NOTEHOLDER UPON DEFAULT

8.1 Waiver of Notice and Right to Hearing. Unless otherwise provided herein, Noteholder may exercise any right or take any action provided for herein upon the occurrence of an Event of Default, including, but not limited to, the right to declare the whole amount of the Indebtedness immediately due and payable without giving notice thereof to Grantor, and the right to sell the Mortgaged Property at foreclosure sale, as provided in the Texas Property Code, and, upon the occurrence of an Event of Default, Grantor hereby waives any and all rights it may have to a hearing before any judicial authority prior to the exercise by Noteholder of any of its rights under this Deed of Trust or any other agreements securing or executed in connection with the Indebtedness.

8.2 Operation of Property by Trustee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on the Trustee (or any person, firm or corporation designated by the Trustee) Trustee may, but will not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Grantor therefrom, and hold, use, administer, manage and operate the same to the extent that Grantor could do so. If the Mortgaged Property includes any type of business enterprise, the Trustee may operate and manage such business without any liability to Grantor resulting therefrom (excepting failure to use ordinary care in the operation and management of the Mortgaged Property), and the Trustee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Grantor with respect to the Mortgaged Property. When and if the expenses of such operation and management have been paid and the Indebtedness has been paid, the Mortgaged Property shall be returned to Grantor (providing there has been no foreclosure sale). This provision is a right created by this contract and

cumulative of, and is not to affect in any way, the right of the Noteholder to the appointment of a receiver given the Noteholder by law.

8.3 Judicial Proceedings. Upon the occurrence of an Event of Default, or at any time thereafter, Noteholder, in lieu of or in addition to causing the Trustee to exercise the power of sale hereafter given, may proceed by suit for a foreclosure of its lien on the Mortgaged Property or to enforce any other appropriate legal or equitable right.

8.4 Foreclosure Sale.

8.4.1 Mechanics of Sale. Upon the occurrence of any Event of Default, or at any time thereafter, Noteholder may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Noteholder, to sell the Mortgaged Property, or any part thereof, to the highest bidder or bidders for cash or credit, as directed by Noteholder, at the county courthouse in the county in which the Mortgaged Property the subject of the lien is located, at the area at the courthouse designated by the Commissioner's Court of such county as the area where such sales are to take place; or if no area has been designated by the Commissioner's Court, then at the area at the courthouse designated in Noteholder's notice of sale, all as provided in the Texas Property Code; provided, that if the Mortgaged Property is situated in more than one county, then such sale of the Mortgaged Property, or part thereof, may be made in any county in the State of Texas wherein any part of the Mortgaged Property then subject to the lien hereof is situated. Any such sale shall be made at public outcry, between the hours of ten o'clock (10.00) a.m. and four o'clock (4.00) p.m. on the first (1st) Tuesday in any month. Written or printed notice of such sale shall be posted at the courthouse door in the county, or if more than one, then in each of the counties, wherein the Mortgaged Property then subject to the lien hereof is situated. Such notice shall designate the county where the Mortgaged Property, or part thereof, will be sold and the earliest time at which the sale will occur, and such notice shall be posted at least twenty-one (21) days before the date of sale. Such notice shall also be filed with the county clerk in the county, or if more than one, then in each of the counties wherein the Mortgaged Property is located. Noteholder shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay the Secured Indebtedness according to the records of Noteholder. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient assignments, deeds, bills of sale, and other instruments, in the name of Grantor, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers with general warranty of title by Grantor. The sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Secured Indebtedness is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Noteholder may at any time before the sale of said Mortgaged Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Note, and for the foreclosure of this Deed of Trust lien; it is further agreed

that if Noteholder should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust.

The Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Grantor hereby authorizes and empowers the Trustee to sell the Mortgaged Property, together or in lots or in parcels, as the Trustee shall deem expedient. If the Mortgaged Property is located in more than one county, the notices shall be posted at the door of the courthouse of each county in which the Mortgaged Property is located (designating the county in which the sale will be held) and the Mortgaged Property may be sold at the courthouse of such designated counties, all as provided in the Texas Property Code.

Noteholder, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

8.4.2 Sale of Collateral. On the happening of any Event of Default or at any time thereafter, Noteholder or Trustee shall have and may exercise with respect to the Collateral all rights, remedies and powers of a Secured Party under the Texas Business and Commerce Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Texas Business and Commerce Code after default by Grantor and apply the proceeds thereof toward the payment of all costs and expenses and reasonable attorney's fees incurred by Noteholder and toward the payment of the Indebtedness in such order or manner as Noteholder may elect. Among the rights of Noteholder in the Event of Default and without limitation, Noteholder shall have the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Noteholder, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale or lease or other use or disposition as authorized herein. To the extent permitted by law, Grantor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of Grantor or the formalities prescribed by law relative to the sale or disposition of the Collateral or to the exercise of any other right or remedy of Noteholder existing after default. To the extent that such notice is required and cannot be waived, Grantor agrees that if such notice is mailed postage prepaid to Grantor at the address shown herein at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Grantor agrees that Trustee or Noteholder may proceed to sell or dispose of both the real and personal property covered herein in accordance with the rights and remedies granted under this Deed of Trust with respect to the real property covered hereby. Grantor hereby grants Noteholder the right, at its option, after default by Debtor to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Indebtedness, whether or not then due, and in such order and manner as Noteholder may elect. Grantor covenants and agrees that all recitals and any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Noteholder or Trustee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred. All rights to marshalling of assets of Grantor , including such rights with respect to the Collateral, are hereby waived. Upon request, Grantor shall assemble the Collateral and deliver the same to Noteholder at such reasonable location as Noteholder shall select.

8.4.3 Grantor's Warranties After Sale. Grantor hereby authorizes and empowers the Trustee to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold in foreclosure sales good and sufficient deeds of conveyance thereto by fee simple title, with covenants of general warranty, and the title of such purchaser or purchasers when so made by the Trustee, Grantor binds itself to warrant and forever defend.

8.4.4 Application of Proceeds. The proceeds of any and all foreclosure sales of the Mortgaged Property shall be applied as follows: (i) To the payment of all necessary actions and expenses incident to the execution of said sale or sales, including a reasonable fee to the Trustee, not exceeding five (5) percent of the gross proceeds of the sale or sales of the Mortgaged Property; (ii) to the payment of the Indebtedness and the Note, to the amounts owed for charges which are neither interest nor principal including but not limited to late charges, taxes, special assessment fees, life or other hazard insurance escrow, to the amount of the accrued interest and then to the principal legally due thereon and all other sums secured hereby and to the payment of attorneys' fees as in the Note provided; to the holder or Noteholder of inferior lines (Trustee and Noteholder shall hereby to entitled to rely exclusively upon a commitment for title insurance issued by a title insurance company to determine such priority) and (iii) the remainder, if any, shall be paid to Grantor or such other person or persons entitled thereto by law.

8.4.5 Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, the Noteholder shall have the option to proceed with foreclosure in satisfaction of said Event of Default, either through the courts or by directing the Trustee to proceed with foreclosure as provided for in this Deed of Trust, but without declaring the whole Indebtedness due, and provided that if any sale is made because of such Event of Default, such sale may be made subject to the unmatured part of the Note and Indebtedness secured by this Deed of Trust, and such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness secured by this Deed of Trust, but as to such unmatured part of the Indebtedness this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made

without exhausting the right of sale for any remaining part of the Indebtedness whether then matured or unmatured.

8.4.6 Waiver of Appraisement Laws. Grantor waives the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as Appraisement Laws), or (ii) any extension of time for the enforcement of the collection of the Indebtedness or any creation or extension of a period of redemption from any sale made in collecting the Indebtedness (commonly known as Stay Laws and Redemption Laws).

8.4.7 Prerequisites of Sales. In case of any foreclosure sale of the Mortgaged Property, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made to the nonpayment of money secured or as to the request of the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

8.4.8. **Waiver of Deficiency Statue.**

(a) **WAIVER. IN THE EVENT AN INTEREST IN ANY OF THE MORTGAGED PROPERTY IS FORECLOSED UPON PURSUANT TO A JUDICIAL OR NONJUDICIAL FORECLOSURE SALE, GRANTOR AGREES AS FOLLOWS: NOTWITHSTANDING THE PROVISIONS OF SECTION 51.003, 51.004 AND 51.005 OF THE PROPERTY CODE (AS THE SAME MAY BE AMENDED FROM TIME TO TIME), AND TO EXTENT PERMITTED BY LAW, GRANTOR AGREES THAT NOTEHOLDER SHALL BE ENTITLED TO SEEK A DEFICIENCY JUDGEMENT FROM GRANTOR AND ANY OTHER PARTY OBLIGATED ON THE NOTE EQUAL TO THE DEFICIENCY BETWEEN THE AMOUNT OWING ON THE NOTE AND THE AMOUNT FOR WHICH THE MORTGAGED PROPERTY WAS SOLD PURSUANT TO JUDICIAL OR NONJUDICIAL FORECLOSURE SALE. GRANTOR EXPRESSLY RECOGNIZES THAT THIS SECTION CONSTITUTES A WAIVER OF THE ABOVE-CITED PROVISIONS OF THE PROPERTY CODE WHICH WOULD OTHERWISE PERMIT GRANTOR AND OTHER PERSONS AGAINST WHOM RECOVERY OF DEFICIENCIES IS SOUGHT OR GUARANTOR INDEPENDENTLY (EVEN ABSENT THE INITIATION OF DEFICIENCY PROCEEDINGS AGAINST THEM) TO PRESENT COMPETENT EVIDENCE OF THE FAIR MARKET VALUE OF THE MORTGAGED PROPERTY AS OF THE DATE OF THE FORECLOSURE SALE AND OFFSET AGAINST ANY DEFICIENCY THE AMOUNT BY WHICH THE FORECLOSURE SALE PRICE IS DETERMINED TO BE LESS THAN SUCH FAIR MARKET VALUE. GRANTOR FURTHER RECOGNIZES AND AGREES THAT THIS WAIVER CREATES AN IRREBUTTABLE PRESUMPTION THAT THE FORECLOSURE SALE PRICE EQUAL TO THE FAIR MARKET VALUE OF THE MORTGAGED PROPERTY FOR PURPOSES OF CALCULATING DEFICIENCIES OWED BY GRANTOR,**

GUARANTOR, AND OTHER AGAINST WHOM RECOVERY OF A DEFICIENCY IS SOUGHT.

(b)Alternative to Waiver. Alternatively, in the event the waiver provided for in subsection (a) above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Mortgaged Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004 and 51.005 of the Property Code (as amended from time to time): (i)the Mortgaged Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Mortgaged Property will be repaired or improved in any manner before a resale of the Mortgaged Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Mortgaged Property for cash promptly (but no later than twelve [12] months) following the foreclosure sale; (iii) all reasonable closing cost customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Mortgaged Property, including without limitation, brokerage commissions, title insurance, a survey of the Mortgaged Property, tax prorations, attorney's fees, and marketing cost; (iv) the gross fair market value of the Mortgaged Property shall be further discounted to account for any estimated holding costs associated with maintaining the Mortgaged Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Mortgaged Property must be given by persons having at least five (5) years experience in appraising property similar to the Mortgaged Property and who have conducted and prepared a complete written appraisal of the Mortgaged Property taking into consideration the factors set forth above.

8.4.9 No Liability of Trustee. Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct, **IT BEING AGREED THAT GRANTOR EXPRESSLY RELEASES TRUSTEE FOR THE CONSEQUENCES OF TRUSTEE'S ORDINARY NEGLIGENCE, WHETHER SOLE ORDINARY NEGLIGENCE OR ORDINARY NEGLIGENCE CONCURRENT WITH NEGLIGENCE OF GRANTOR OR WITH ANY OTHER PERSON OR ENTITY.** Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee until used or applied as herein provided, shall be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required bylaw), and Trustee shall be under no liability for interest on any moneys received by it hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof and Grantor will reimburse Trustee for, and save it harmless against, any and all liability and expenses which may be incurred by it in the performance of its duties in accordance with the terms hereof. The

foregoing indemnity shall not terminate upon discharge of the secured Obligations or foreclosure, or release or other termination, of this Deed of Trust.

9. Special Conditions

This instrument is expressly made subject to the following special conditions:

9.1 Successor Trustees. At the option of the Noteholder, without cause or notice, a successor or substitute trustee may be appointed by the President or any Vice President, agent or attorney-in-fact of the Noteholder without procuring the resignation of the former Trustee and without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever the Noteholder desires.

9.2 Waiver and Election. The exercise of any option given under the terms of this Deed of Trust shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the Deed of Trust granted by this Deed of Trust either on any matured portion of the indebtedness or for the whole of the Indebtedness, shall never be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon.

9.3 Landlord-Tenant Relationship. Any sale of the Mortgaged Property under this Deed of Trust shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and Grantor; and upon failure to surrender possession thereof, Grantor may be removed by a writ of possession upon suit by the purchaser.

9.4 Usury. This Deed of Trust, the Note and all other agreements between Noteholder and Grantor are hereby expressly limited so that in no contingency or event whatsoever, whether acceleration of maturity of the Indebtedness or otherwise, shall the amount paid or agreed to be paid to the Noteholder for the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State of Texas and the United States of America as applicable to this transaction. In determining whether or not the rate of interest exceeds the highest lawful rate, Grantor and Noteholder intend that all sums paid hereunder which are deemed interest for the purposes of determining usury be prorated, allocated or spread in equal parts over the longest period of time permitted under the applicable laws of the State of Texas. If, from any circumstances whatsoever, fulfillment of any provision hereof, of the Note or of any other agreement securing the Indebtedness, at the time performance of such provision shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, Noteholder shall ever receive as interest an amount which would exceed the highest lawful rate, the amount which would be excessive shall be either applied to the reduction of the unpaid principal balance of the Indebtedness (and not to the payment of interest) or refunded to Grantor, and Noteholder shall not be subject to any penalty provided for the contracting for, charging or receiving

of interest in excess of the maximum lawful rate regardless of when or the circumstances under which such refund for application was made.

9.5 Enforceability. If any provision hereof is presently or at any time becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Trustee and the Noteholder to effectuate the provisions hereof.

9.6 Application of Payments. If the lien or liens created by this Deed of Trust are invalid or unenforceable as to any part of the Indebtedness or if such lien or liens are invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Indebtedness shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Indebtedness and all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness which is not secured or not fully secured by the lien or liens created herein.

9.7 Meaning of Particular Terms. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words "Grantor" and "Noteholder" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

9.8 Advances by Noteholder. If Grantor shall fail to comply with the provisions with respect to the securing of insurance, payment of taxes, assessments, attorney's fees, and other charges, the keeping of the Mortgaged Property in repair, or any other term or covenant herein contained, Noteholder may make advances against the note secured hereby to perform the same, and where necessary enter the Mortgaged Property for the purpose of performing any such term or covenant. Grantor agrees to repay all sums advanced upon demand, with interest from the date such advances are made, determined on the same basis as matured principal in the Note and all sums so advanced with interest shall be secured hereby. Grantor agrees the Noteholder can make advances against the note/indebtedness to pay all costs, expenses described herein including attorney's fees. Furthermore, in the event that in the Noteholder's sole discretion an appraisal is needed to be obtained by the Noteholder on the Mortgaged Property, the Noteholder may advance against the Note hereby secured to pay for such appraisal and it and/or its agents may enter the Mortgaged Property for the purposes of performing such appraisal. All amounts advanced under this section are secured by this deed of trust.

9.9 Release or Extension by Noteholder. Noteholder, without notice, may release any part of the Mortgaged Property or any person liable for the Indebtedness without in any way affecting the liens hereof on any part of the Mortgaged Property not expressly released and may agree with any party with an interest in the Mortgaged Property to extend the time for payment of all or any part of the Indebtedness or to waive the prompt and full performance of any term, condition or covenant of any instrument evidencing or securing the Indebtedness.

9.10 Partial Payments. Acceptance by Noteholder of any payment of less than the amount due on the Indebtedness shall be deemed acceptance on account only and the failure to pay the entire

amount then due shall be and continue to be a default; and at any time thereafter and until the entire amount due on the Indebtedness has been paid, Noteholder shall be entitled to exercise all rights conferred on it by the terms of this Deed of Trust upon the occurrence of an Event of Default.

9.11 Titles Not to be Considered. All section, subsection, paragraph or other titles contained in this Deed of Trust are for reference purposes only and this Deed of Trust shall be construed without reference to said titles.

9.12 Construction of Agreement. This Deed of Trust may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

9.13 Notices. All notices required to be given Grantor or Noteholder hereunder shall be deemed given if made in writing and either delivered or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, and addressed to Grantor or Noteholder at the addresses set out hereinafter.

9.14 Prior Mortgage. In the event any of the Loan proceeds are used to discharge any prior mortgages on the Mortgaged Premises, Noteholder, its successors and assigns, are hereby subrogated to all the rights, titles, powers, liens and estates which accrued to the original holders and owners of the prior mortgages.

10. Use of Fire Insurance and Condemnation Proceeds for Reconstruction Purposes

10.1 In the event of payment to Noteholder of any condemnation award or insurance proceeds, Noteholder agrees to apply the award or proceeds to the payment of all costs and expenses incurred by Noteholder in obtaining such award or proceeds, and to hold the balance of the award or proceeds available for the restoration and repair of the Mortgaged Property upon the following terms and conditions:

10.1.1 Grantor shall cause an architect acceptable to Noteholder to prepare plans and specifications for the repair and restoration of the damaged property and a certified cost of construction statement showing the total cost of repair and restoration and shall promptly submit said plans and specifications and statement to Noteholder for approval, which approval will not be unreasonably withheld. Upon receipt of approval by Noteholder, Grantor will promptly commence and diligently pursue the work or repair and restoration;

10.1.2 If prior to the commencement, or at any time during, the restoration and repair of the Mortgaged Property, Noteholder shall determine that the total cost of restoration or repair shall exceed the balance of the awards of proceeds held in its possession, Grantor shall immediately pay, in cash, to Noteholder the amount of such excess costs. Until the amount of said excess costs is paid to Noteholder, Noteholder shall not be obligated to disburse any of the award or proceeds held by it. The awards or proceeds on the amount of excess costs paid by Grantor are hereinafter called "Construction Funds." The amount of such excess costs paid by Grantor shall be disbursed prior to the disbursement of any of the

awards or proceeds held by Noteholder;

10.1.3 The Construction Funds will be made available to Grantor as restoration repair work progresses pursuant to certificates of an architect acceptable in form and substance to Noteholder. Provided, however, if the Construction Funds are less than $100,000, the full amount shall be made available to Grantor at the time the plans and specifications are approved. If the amount of Construction Funds exceeds $100,000 the Construction Funds will be made available as restoration work and repair work progresses pursuant to certificates executed by Grantor;

10.1.4 There shall be delivered to Noteholder such other evidences as Noteholder may reasonably request, from time to time, during the restoration and repair, after the progress of the work, compliance with the approved plans and specifications, the cost of restoration and repair, the total cost needed to complete the restoration and repair, and lien waivers or evidence of no liens against the Mortgaged Property;

10.1.5 In the event Grantor, at any time, shall fail to promptly and fully perform the conditions and covenants set out herein, or in the event during the restoration and repair an Event of Default shall have occurred hereunder, Noteholder may, at its option, immediately cease making further payments to the Grantor for the restoration and repair, and may further, at its option, apply the Construction Funds then in its possession either to the reduction of the Indebtedness hereby secured or to the restoration of the Mortgaged Property in the manner above provided without affecting the lien of this Deed of Trust and/or the obligations hereunder. Any excess Construction Funds, at Noteholder's option, may be applied to the reduction of the Indebtedness hereby secured in the manner stated above; and

10.1.6 Provided, however, provisions of this Article 10 shall not be applicable and shall not supersede the provisions of Subparagraph 3.2 of Article 3 and Subparagraph 5.3 of Article 5, if any one of the following has occurred:

10.1.6.1 If at, or at any time after, the damage or destruction, there exists an event or act which is, or with the passage of time would be, an Event of Default under this Deed of Trust, or any instrument securing the Indebtedness; and

10.1.6.2 If the Lessee of a portion of the Mortgaged Property so damaged or destroyed elects to terminate or cancel the lease covering said portion.

11. NON-ASSUMPTION

The Note hereby secured contains a provision which provides that said Note may not be assumed by any other person or legal entity without the express written consent of the Holder of said Note, and upon failure thereof, the Holder of said Note may, at its option, upon thirty (30) days written notice, make demand for immediate payment of the entire principal balance and accrued interest then due and owing.

12. **NON-LIABILITY**

Any Grantor who signs this Deed of Trust but does not execute the Note secured hereby: (a) is signing this Deed of Trust only to mortgage, grant and convey that Grantor's interest in the Property covered by this Deed of Trust: (b) is not personally obligated to pay the sums secured by this Deed of Trust unless so obligated by each Grantor's execution of other documents creating such an obligation; and (c) agrees that the Noteholder and the Maker of the Notes hereby secured may agree to extend, modify, forbear or make any accommodation with respect to the terms of this Deed of Trust or the Notes secured hereby without that Grantor's consent.

13. **CROSS DEFAULT:**

Any default under the provisions of any other Note or indebtedness held by Noteholder and executed by Grantor hereunder, or under any Deed of Trust or other document securing such other Note, shall also constitute at Noteholder's option, a default under this Deed of Trust and under the Note secured hereby. Any default under the provisions of the Note or under this Deed of Trust or other documents securing the Note, shall also constitute a default under any other Deed of Trust, under or any other Note or Notes held by Noteholder.

14. **PURCHASE MONEY**

The Note hereby secured is given as a part of the purchase price of the herein above described property, and this Deed of Trust is in addition to the vendor's lien retained in a Deed given by **Red Horse Holdings, LLC** to **Orangestone La Branch, LLC** securing the payment of the indebtedness described herein; and it is expressly agreed that the same shall not operate as a waiver of the lien created by this Deed of Trust, it being agreed that said lien and rights created by this instrument shall be cumulative and in addition to said vendor's lien above mentioned, and that the owner or holder of the above described indebtedness may foreclose under either or both of said liens, as he or it may elect, without waiving the other, said deed above mentioned, together with its records, being here referred to and made a part of this instrument.

THIS INSTRUMENT CONTAINS INDEMNIFICATION PROVISIONS AND PROVISIONS LIMITING THE NOTEHOLDER'S LIABILITIES FOR NEGLIGENCE.

EXECUTED this 17TH day of JUNE, **2026.**

Grantor:

Orangestone La Branch, LLC
a Texas limited liability company

By: _____
Hussain Mansur Nathoo, manager

Name and Address of Grantor (Debtor):
Orangestone La Branch, LLC
8870 Business Park Dr., Suite 100
Austin, Texas 78759

Address of Trustee:
Ray A. Gonzales
5219 McPherson Rd.
Laredo, Texas 78041

Address of Noteholder (Secured Party):
FALCON INTERNATIONAL BANK
5219 McPherson Rd.
Laredo, Texas 78041

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 17th day of June, 2026, by Hussain Mansur Nathoo, manager of Orangestone La Branch, LLC, a Texas limited liability company on behalf of said limited liability company.

LUZ ROSA
Notary ID #125412347
My Commission Expires
September 17, 2029

NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED, RETURN TO:
FALCON INTERNATIONAL BANK
c/o Records Management
5219 McPherson Road
Laredo, Texas 78041

EXHIBIT "A"

Legal Description

Field notes for a tract of 30.01 acres of land out of the John McQueen Survey, Abstract Number 426, in Williamson County, Texas; being that tract described as containing 30.00 acres in a deed from First Texas Bank to Larry James Reid and wife, Rhonda G. Reid, dated July 2, 1993, and recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas.

Beginning at a 1/2" rebar iron stake found marking the southeast corner of the above described Reid 30.00 acre tract; said stake also marking the southwest corner of that tract described as containing 36.63 acres in (1) a deed from Lou McLaurin and Michael McLaurin to Richard A. Sliva and Karen L. Thompson-Siva, dated May 27, 1997, and recorded in County Clerk's Document Number 1997024044 of said Official Records, and (2) a deed from First Texas Bank to Donna Lou Starr, dated February 7, 1994, and recorded in Volume 2465, Page 692 of said Official Records; said stake lying in/near the northerly margin of County Road 105; from said stake is found, for reference, a 1/2" rebar iron stake found, on the east side of an iron pipe fence corner post, marking the southeast corner of said Sliva/Starr 36.63 acre tract, which bears N67° 58'24"E, along the common southerly boundary of said 36.63 acre tract and northerly margin of said County Road 105, 575.83 ft. distant; said stake bearing N68°37'14"E 3442.33 ft., N68°47'55"E 471.87 ft. and S21°26'49"E 2769.80 ft. from the approximate northwest corner of said John McQueen Survey; for the POINT OF BEGINNING and Southeast corner hereof.

Thence leaving said County Road 105, and proceeding along the common easterly boundary of said Reid 30.00 acre tract and westerly boundary of said Sliva/Starr 36.63 acre tract, N21°26'49"W - at about 4 ft. pass about 0.8 ft. easterly of an iron pipe fence corner post at the southerly terminus of a wire fence which meanders in a northerly direction generally just westerly of said common boundary - in all 2769.80 ft. to a 1/2" rebar iron stake found, on the northerly side of a fence corner post, marking the common northeast corner of said Reid 30.00 acre tract and northwest corner of said Sliva/Starr 36.63 acre tract; said stake also lying in the southerly boundary of that tract described as containing 228.9 acres in (1) a deed from Gene Lawhon, et al, to Emma L. Lawhon Family Land Partnership, dated October 31, 2006, and recorded in County Clerk's Document Number 2006095405 of the Official Public Records of Williamson County, Texas, and (2) a deed from Madge Stanberry to Edwin L. Lawhon, et ux, dated September 8, 1959, and recorded in Volume 433, Page 369 of the Deed Records of Williamson County, Texas; said stake lying in the common northerly boundary of said McQueen Survey and southerly boundary of the Woodruff Stubblefield Survey, Abstract Number 556; for the Northeast corner hereof.

Thence leaving said Sliva/Starr 36.63 acre tract, and proceeding along the common northerly boundary of said Reid 30.00 acre tract and southerly boundary of said Lawhon 228.9 acre tract, along said common McQueen Survey northerly boundary and Stubblefield Survey southerly boundary, along/near which meanders an old wire fence, S68°47'55"W 471.87 ft. to a 1/2" rebar iron stake with a pink plastic cap stamped "TLS INC" found on the northerly side of an old cedar fence corner post at the northwest corner of said Reid 30.00 acre tract; said point being the common northeast corner of Lot 17, Block "D", of VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18 of the Plat Records of Williamson County, Texas; for the Northwest corner hereof.

Thence leaving said Lawhon 228.9 acre tract and said Stubblefield Survey, and proceeding along the easterly boundary of said Block "D", VALLEY VISTA, common with the westerly boundary of said Reid 30.00 acre tract and, as follows:

(1) S21° 32'58"E, proceeding along the common easterly boundary of said Lot 17, along/near the meanders of a segment of wire fence - at about 103.2 ft. pass about 0.2 ft. westerly of the southerly terminus of said wire fence, at a metal corner post at the northerly terminus of a chain link security fence which meanders in a southerly direction generally just easterly of said common boundary - in all 174.20 ft. to a 1/2" rebar iron stake found, lying about 0.3 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 17 and northeast corner of Lot 16 of said Block "D";

(2) S21° 20'53"E, proceeding along/near the common easterly boundary of said Lot 16 - pass the record common southeast corner of said Lot 16 and northeast corner of Lot 15 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 15 - in all 254.03 ft. to a 1/2" rebar iron stake found, lying about 1.2 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 15 and northeast corner of Lot 14 of said Block "D";

(3) S21° 40'33"E, proceeding along the common easterly boundary of said Lot 14, 105.10 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 14 and northeast corner of Lot 13 of said Block "D";

(4) S21° 41'45"E, proceeding along the common easterly boundary of said Lot 13, 104.79 ft. to a 1/2" rebar iron stake

EXHIBIT "A"
Legal Description

found, lying about 0.8 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 13 and northeast corner of Lot 12 of said Block "D";

(5) S21° 24'27"E, proceeding along the common easterly boundary of said Lot 12, 105.17 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 12 and northeast corner of Lot 11 of said Block "D";

(6) S21°29'20"E, proceeding along the common easterly boundary of said Lot 11, 104.93 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 11 and northeast corner of Lot 10 of said Block "D";

(7) S21° 26'24"E, proceeding along the common easterly boundary of said Lot 10, 105.02 ft. to a 1/2" rebar iron stake found, lying about 1.3 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 10 and northeast corner of Lot 9 of said Block "D";

(8) S21° 32'31"E, proceeding along/near the common easterly boundary of said Lot 9 - at about 44 ft. pass about 1.2 ft. westerly of a metal corner post at the southerly terminus of said chain link security fence, at the northerly terminus of a wire and cedar picket fence which meanders in a southerly direction generally just easterly of said common boundary - pass the record common southeast corner of said Lot 9 and northeast corner of Lot 8 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 8 - in all 210.03 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 8 and northeast corner of Lot 7 of said Block "D";

(9) S21° 28'55"E, proceeding along the common easterly boundary of said Lot 7, 105.00 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 7 and northeast corner of Lot 6 of said Block "D";

(10) S21° 32'57"E, proceeding along the common easterly boundary of said Lot 6, 105.06 ft. to a 1/2" rebar iron stake found, lying about 0.8 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 6 and northeast corner of Lot 5 of said Block "D";

(11) S21° 42'32"E, proceeding along the common easterly boundary of said Lot 5, 104.55 ft. to a 1/2" rebar iron stake found, lying about 0.5 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 5 and northeast corner of Lot 4 of said Block "D";

(12) S21° 024'21"E, proceeding along/near the common easterly boundary of said Lot 4 - pass the record common southeast corner of said Lot 4 and northeast corner of Lot 3 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 3 - in all 185.37 ft. to a 1/2" rebar iron stake with an orange plastic cap stamped "M. MEADOR RPLS 1966" set, on the northerly side of an old cedar fence corner post and lying about 1 ft. westerly of said wire/cedar picket fence, at an angle point in said Lot 3 easterly boundary, said stake lying along the northerly projection of the monumented easterly boundary of Lot 2 of said Block "D";

(13) S21° 21'02"E, continuing along the common easterly boundary of said Lot 3, along said Lot 2 easterly boundary projection, 25.00 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 3 and northeast corner of said Lot 2, Block "D";

(14) S21° 21'02"E, proceeding along the common easterly boundary of said Lot 2, 105.13 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 2 and northeast corner of Lot 1 of said Block "D"; and

(15) S21° 19'18"E, proceeding along the common easterly boundary of said Lot 1, 105.06 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot land the easterly terminus of the northerly margin of MADISON DRIVE. Thence leaving said Block "D", and proceeding along the easterly terminus of said MADISON DRIVE, common with said westerly boundary of said Reid 30.00 acre tract, S21° 21'02"E 49.92 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common easterly terminus of the southerly margin of said MADISON DRIVE and northeast corner of Lot 16, Block "C" of said VALLEY VISTA. Thence leaving said MADISON DRIVE, and proceeding along the easterly boundary of said Block

EXHIBIT "A"

Legal Description

"C", VALLEY VISTA, common with said westerly boundary of said Reid 30.00 acre tract, as follows:

1) S21° 19'41"E, proceeding along the common easterly boundary of said Lot 16, 142.39 ft. to a 1/2" rebar iron stake found, lying about 0.8 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 16 and northeast corner of Lot 15 of said Block "C";

(2) S21° 21'48"E, proceeding along/near the common easterly boundary of said Lot 15 - pass the record common southeast corner of said Lot 15 and northeast corner of Lot 14 of said Block "C"- proceeding along/near the common easterly boundary of said Lot 14 - pass the record common southeast corner of said Lot 14, northeast corner of Lot 12 of said Block "C" and most northerly corner of Lot 11 of said Block "C"- proceeding along/near the common easterly boundary of said Lot 11 – in all 518.27 ft. to a 1/2" rebar iron stake found, lying about 0.5 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 11 and northeast corner of Lot 10 of said Block "C";

(3) S21° 17'41"E, proceeding along the common easterly boundary of said Lot 10, 137.85 ft. to a 1/2" rebar iron stake found, lying about 0.2 ft. westerly of said wire/cedar picket fence, at an angle point in said Lot 10 easterly boundary; and

(4) S20° 24'50"E, continuing along the common easterly boundary of said Lot 10, 53.12 ft. to a 1/2" rebar iron stake found, on the westerly side of an old cedar fence post, at an angle point in said Lot 10 easterly boundary, marking the southwest corner of said Reid 30.00 acre tract; said point lying at the intersection of the northerly and westerly margins of the aforementioned County Road 105; for the Southwest corner hereof.

Thence leaving said Lot 10 and said VALLEY VISTA subdivision, and proceeding along the southerly boundary of said Reid 30.00 acre tract, common with the approximate northerly margin of said County Road 105, N47°27'28"E 66.66 ft. to a 1/2" rebar iron stake with an orange plastic cap stamped "M. MEADOR RPLS 1966" set at an angle point in said boundary, said stake lying in the westerly projection of the monumented southerly boundary of the aforementioned Sliva/Starr 36.63 acre tract; for an angle point hereof.

Thence continuing along said common southerly boundary of said Reid 30.00 acre tract and approximate northerly margin of said County Road 105, N67°58'24"E, along said 36.63 acre southerly boundary projection, 410.92 ft. to the POINT OF BEGINNING, containing 30.01 acres of land.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2026052737

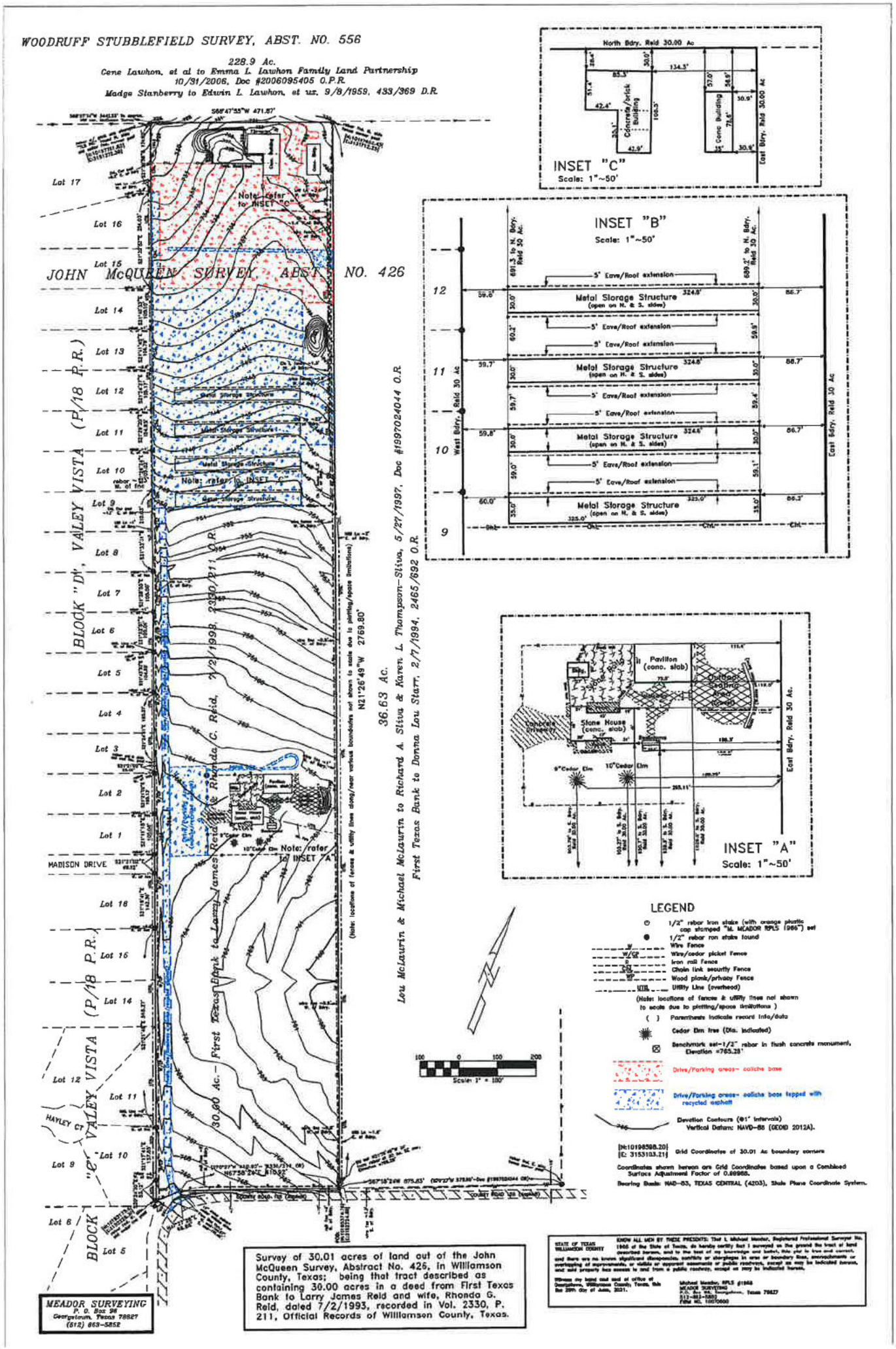
Pages: 32 Fee: $145.00
06/25/2026 08:31 AM
KOROURKE

Nancy E. Rister, County Clerk
Williamson County, Texas

EXHIBIT "B"

SURVEY

LOCATION MAP


WOODRUFF STUBBLEFIELD SURVEY, ABST. NO. 556
228.9 Ac.
Gene Lawhon, et al to Emma L. Lawhon Family Land Partnership 10/31/2006, Doc #2006095405 O.P.R.
Madge Stanberry to Edwin L. Lawhon, et ux. 9/8/1959, 433/369 D.R.
JOHN McQUEEN SURVEY, ABST. NO. 426
BLOCK "D", VALEY VISTA (P/18 P.R.)
BLOCK "C", VALEY VISTA (P/18 P.R.)
MADISON DRIVE
HAYLEY CT
Lot 17
Lot 16
Lot 15
Lot 14
Lot 13
Lot 12
Lot 11
Lot 10
Lot 9
Lot 8
Lot 7
Lot 6
Lot 5
Lot 4
Lot 3
Lot 2
Lot 1
Lot 18
Lot 16
Lot 14
Lot 12
Lot 11
Lot 10
Lot 9
Lot 8
Lot 5
Note: refer to INSET "C"
Note: refer to INSET "B"
Note: refer to INSET "A"
Metal Storage Structure
Pavilion (conc. slab)
Stone House (conc. slab)
Concrete Driveway
9"Cedar Elm
10"Cedar Elm
30.00 Ac. - First Texas Bank to Larry James Reid & Rhonda C. Reid, 7/2/1993, 2330/211 O.R.
36.63 Ac.
Lou McLaurin & Michael McLaurin to Richard A. Stiva & Karen L. Thompson-Stiva, 5/27/1997, Doc #1997024044 O.R.
First Texas Bank to Donna Lou Starr, 2/7/1994, 2465/692 O.R.
N21°26'49"W 2769.80'
S68°47'55"W 471.87'
N67°50'24"E 810.92'
S67°18'24"E 875.83'
(Note: locations of fences & utility lines along/near various boundaries not shown to scale due to plotting/space limitations)
INSET "C"
Scale: 1"~50'
North Bdry. Reid 30.00 Ac
East Bdry. Reid 30.00 Ac
Concrete/brick Building
Conc Building
INSET "B"
Scale: 1"~50'
West Bdry. Reid 30 Ac
East Bdry. Reid 30 Ac
5' Eave/Roof extension
Metal Storage Structure (open on N. & S. sides)
INSET "A"
Scale: 1"~50'
East Bdry. Reid 30 Ac.
LEGEND
1/2" rebar iron stake (with orange plastic cap stamped "M. MEADOR RPLS 1986") set
1/2" rebar iron stake found
Wire Fence
Wire/cedar picket Fence
Iron rail Fence
Chain link security Fence
Wood plank/privacy Fence
Utility Line (overhead)
(Note: locations of fences & utility lines not shown to scale due to plotting/space limitations)
( ) Parenthesis indicate record info/data
Cedar Elm tree (Dia. indicated)
Benchmark set-1/2" rebar in flush concrete monument, Elevation =765.28'
Drive/Parking areas- caliche base
Drive/Parking areas- caliche base topped with recycled asphalt
Elevation Contours (@1' intervals) Vertical Datum: NAVD-88 (GEOID 2012A).
Grid Coordinates of 30.01 Ac boundary corners
Coordinates shown hereon are Grid Coordinates based upon a Combined Surface Adjustment Factor of 0.99988.
Bearing Basis: NAD-83, TEXAS CENTRAL (4203), State Plane Coordinate System.
Scale 1" = 100'
Survey of 30.01 acres of land out of the John McQueen Survey, Abstract No. 426, in Williamson County, Texas; being that tract described as containing 30.00 acres in a deed from First Texas Bank to Larry James Reid and wife, Rhonda G. Reid, dated 7/2/1993, recorded in Vol. 2330, P. 211, Official Records of Williamson County, Texas.
MEADOR SURVEYING
P. O. Box 98
Georgetown, Texas 78627
(512) 863-5852
STATE OF TEXAS
WILLIAMSON COUNTY
KNOW ALL MEN BY THESE PRESENTS: That I, Michael Meador, Registered Professional Surveyor No. 1986 of the State of Texas, do hereby certify that I surveyed on the ground the tract of land described hereon, and to the best of my knowledge and belief, this plat is true and correct, and there are no known significant discrepancies, conflicts or shortages in area or boundary lines, encroachments or overlapping of improvements, or visible or apparent easements or public roadways, except as may be indicated hereon, and said property has access to and from a public roadway, except as may be indicated hereon.
Witness my hand and seal of office at Georgetown, Williamson County, Texas, this the 29th day of June, 2021.
Michael Meador, RPLS #1986
MEADOR SURVEYING
P.O. Box 98, Georgetown, Texas 78627
512-863-5852
File No. 10070000

LOCATION MAP

EXHIBIT "C"

WCAD RECORDS

Property	Owner	Property Address	Tax Year	2026 Market Value
R333612	ORANGESTONE LA BRANCH LLC	707 CR 105 SPUR, HUTTO, TX 78634	2026	$8,758,970

Page: Property Details

2026 GENERAL INFORMATION

Property Status	**Active**
Property Type	**C1**
Legal Description	**AW0426 AW0426 - Mcqueen, J. Sur., ACRES 30.01**
Neighborhood	**G90IV - VEHICLE & BOAT STORAGE**
Account	**R-20-0426-0000-0013C**
Related Properties	**P516541, P519312**
Map Number	**3-1943**
Effective Acres	**0.000000**

2026 OWNER INFORMATION

Owner Name	**ORANGESTONE LA BRANCH LLC**
Owner ID	
Exemptions	
Percent Ownership	**100%**
Mailing Address	**8870 BUSINESS PARK DR #STE 100 AUSTIN, TX 78759-7519**
Agent	**-**

2026 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	**N/A**
Improvement Non-Homesite Value	**N/A**
Total Improvement Market Value	**$7,292,665**
Land Homesite Value	**N/A**
Land Non-Homesite Value	**N/A**
Land Agricultural Market Value	**N/A**
Land Timber Market Value	**N/A**
Total Land Market Value	**$1,466,305**
Total Market Value	**$8,758,970**

VALUE METHOD

Value Method	

ASSESSED VALUE

Total Improvement Market Value	**$7,292,665**
Land Homesite Value	**N/A**
Land Non-Homesite Value	**N/A**
Agricultural Use	**$0**
Timber Use	**$0**
Total Appraised Value	**$8,758,970**
Homestead Cap Loss	**-$0**
Circuit Breaker Limit Cap Loss	**-$0**
Total Assessed Value	**$8,758,970**

N/A values are not applicable toward total value.

2026 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100
CAD- Williamson CAD		-	$8,758,970	0
F08- Wmsn ESD #8		-	$8,758,970	0.0912
GWI- Williamson CO		-	$8,758,970	0.369447
RFM- Wmsn CO FM/RD		-	$8,758,970	0.044329
SGT- Georgetown ISD		-	$8,758,970	1.0506
TOTALS				**1.555576**

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	**F1 - Real, Commercial**	**No**	**3,489 Sq. Ft**	**N/A**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1996	3,345	N/A	Expand Details
2	Main Area	2003	144	N/A	Expand Details
3	Open Porch	1996	661	N/A	Expand Details
4	Open Porch	1996	393	N/A	Expand Details
5	Open Porch	2003	496	N/A	Expand Details
6	Fireplace	1996	1	N/A	Expand Details
7	Fence Masonry	2003	-	N/A	Expand Details
8	Patio	2015	4,700	N/A	Expand Details
9	Canopy	2017	3,500	N/A	Expand Details
10	Out Bldg	2018	400	N/A	Expand Details

Improvement #2	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	**F1 - Real, Commercial**	**No**	-	**N/A**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Fence Metal	2015	-	N/A	Expand Details
2	Base/Gravel Parking	2015	145,000	N/A	Expand Details

Improvement #3	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	**F1 - Real, Commercial**	**No**	-	**N/A**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Canopy	2019	12,960	N/A	Expand Details
2	Canopy	2019	12,960	N/A	Expand Details
3	Canopy	2017	12,960	N/A	Expand Details
4	Canopy	2017	12,960	N/A	Expand Details
5	Out Bldg	2017	200	N/A	Expand Details
6	Base/Gravel Parking	2017	50,000	N/A	Expand Details

Improvement #4	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	**F1 - Real, Commercial**	**No**	-	**N/A**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Canopy	2022	5,040	N/A	Expand Details
2	Canopy	2022	5,040	N/A	Expand Details
3	Canopy	2022	5,040	N/A	Expand Details
4	Canopy	2022	5,040	N/A	Expand Details
5	Canopy	2022	5,040	N/A	Expand Details
6	Canopy	2022	5,040	N/A	Expand Details
7	Canopy	2022	5,040	N/A	Expand Details
8	Canopy	2022	5,040	N/A	Expand Detai

9	Canopy	2022	5,040	N/A	⌄ Expand Details
10	Canopy	2022	5,040	N/A	⌄ Expand Details
11	Canopy	2022	5,040	N/A	⌄ Expand Details
12	Canopy	2022	5,040	N/A	⌄ Expand Details
13	Canopy	2022	5,040	N/A	⌄ Expand Details
14	Canopy	2022	5,040	N/A	⌄ Expand Details
15	Canopy	2022	5,040	N/A	⌄ Expand Details
16	Canopy	2022	5,040	N/A	⌄ Expand Details
17	Canopy	2022	5,040	N/A	⌄ Expand Details
18	Canopy	2022	5,040	N/A	⌄ Expand Details

2026 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Vacant Land	E4 - Vacant Acreage (unless platted)	No	N/A	$0	$0	2.283460 acres
2 - Commercial	F1 - Real, Commercial	No	N/A	$0	$0	27.726540 acres
TOTALS						**1,307,236 Sq. ft / 30.010000 acres**

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2025	$6,211,782	$1,647,278	$7,859,060	$0	$0	$0	$0	$7,859,060	$0	$0	$7,859,060
2024	$6,874,873	$1,821,906	$8,696,779	$0	$0	$0	$0	$8,696,779	$0	$0	$8,696,779
2023	$5,378,094	$1,821,906	$7,200,000	$0	$0	$0	$0	$7,200,000	$0	$0	$7,200,000
2022	$2,108,211	$674,497	$2,782,708	$956,399	$6,280	$0	$0	$2,788,988	$0	$0	$2,788,988
2021	$1,910,910	$349,058	$2,259,968	$415,303	$4,939	$0	$0	$2,264,907	$0	$0	$2,264,907

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/18/2026	RED HORSE HOLDINGS LLC	ORANGESTONE LA BRANCH LLC	2026052736	
5/9/2025	A-AFFORDABLE BOAT & RV STORAGE-GEORGETOWN LLC	RED HORSE HOLDINGS LLC	2025039182	
11/22/2021	REID, LARRY J & RHONDA G	A-AFFORDABLE BOAT & RV STORAGE-GEORGETOWN LLC	2021180604	
7/2/1993	FIRST TEXAS BANK, GEORGETOWN	REID, LARRY J & RHONDA G	-	2330/211
3/4/1988	CITIZENS, STATE BANK	CITIZENS STATE BANK	-	1637 (287.29)/832 STD
3/4/1988	CARLSON, VIRGIL F	CITIZENS, STATE BANK	-	1637 (280.009)/832 STD
5/1/1985	CARLSON FRANK B EST	CARLSON, VIRGIL F	-	674/755
	CARLSON, PHILIP A	CARLSON FRANK B EST	-	359/544
	CITIZENS STATE BANK	FIRST TEXAS BANK, GEORGETOWN	-	FKA CITIZENS/STATE BANK

EXHIBIT "D"

FRANCHISE TAX ACCOUNT STATUS

FRANCHISE TAX ACCOUNT STATUS

This record as of August 13, 2026 at 12:09:59

ORANGESTONE LA BRANCH, LLC

Texas Taxpayer Number:	[redacted]
Mailing Address:	[redacted]
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	11/02/2012
Texas SOS File Number:	[redacted]
Registered Agent Name:	HUSSAIN NATHOO
Registered Office Street Address:	[redacted]

Public Information Report for Year 2026

Title	Name and Address
MANAGING M	**EMBARK HOSPITALITY LLC** 8870 BUSINESS PARK DR 100 AUSTIN, TX 78759 **Source:** SOS
MANAGING M	**HNK VENTURE CAPITAL LLC** 1714 TALCOTT LANE SUGAR LAND, TX 77479 **Source:** SOS
MANAGING M	**ORANGESTONE MANAGEMENT LLC** PO BOX 939 BELLAIRE, TX 77402 **Source:** SOS

Information on this site is obtained from the most recent Public Information Report (PIR) submitted to the Comptroller of Public Accounts (CPA) or from the most recent

PIR processed by the Secretary of State (SOS). Annual PIRs submitted to the CPA are forwarded to the SOS.

EXHIBIT "E"

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGERS

ORANGESTONE LA BRANCH, LLC

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGERS

THE UNDERSIGNED, being all of the Members and Managers of **OrangeStone La Branch, LLC**, a Texas limited liability company (the "Company"), acting pursuant to the provisions of the Texas Business Organizations Code and the Operating Agreement of the Company, do hereby unanimously adopt, consent to, and approve the following recitals and resolutions in writing without a meeting:

WHEREAS, the Company is the owner or controlling entity of that certain real property located at **707 CR 105 Spur, Georgetown, Texas** (the "Property"); and

WHEREAS, the Property is currently situated within the Extraterritorial Jurisdiction ("ETJ") of the City of Georgetown, Williamson County, Texas; and

WHEREAS, the Members and Managers have determined that it is in the best interest of the Company to petition the City of Georgetown and/or the applicable governmental authorities to release the Property from the City of Georgetown's ETJ pursuant to applicable Texas law (including Chapter 42 of the Texas Local Government Code, as amended); and

WHEREAS, the Members and Managers desire to authorize **Hussain Nathoo**, in his capacity as **Manager** of the Company, to execute, deliver, and submit on behalf of the Company all necessary petitions, applications, certifications, affidavits, and related documents required to effectuate the ETJ release for the Property.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

NOW, THEREFORE, BE IT RESOLVED, that **Hussain Nathoo**, Manager of the Company, be, and he hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to prepare, execute, sign, seal, verify, deliver, and file a formal petition to release the site at **707 CR 105 Spur, Georgetown, Texas** from the City of Georgetown's Extraterritorial Jurisdiction, along with all associated instruments, applications, agreements, and documentation required by the City of Georgetown, Williamson County, or any other authority having jurisdiction over the matter.

FURTHER RESOLVED, that **Hussain Nathoo**, Manager, is authorized and empowered to negotiate, finalize, modify, or supplement any terms, conditions, or filings related to said ETJ release, and to take all such further actions, pay any applicable fees, and execute and deliver all such additional documents, certificates, and instruments as he may, in his sole discretion, deem necessary, desirable, or advisable to carry out and fulfill the intent and purpose of the foregoing resolution.

FURTHER RESOLVED, that any and all actions previously taken by **Hussain Nathoo** or any authorized representative of the Company prior to the date hereof in connection with the petition for release of the

Property from the City of Georgetown's ETJ be, and they hereby are, ratified, confirmed, approved, and adopted in all respects as the official acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Members and Managers have executed this Unanimous Written Consent as of the dates set forth below. This document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page by electronic transmission (including PDF or electronic signature) shall be as effective as delivery of a manually executed counterpart.

Mohammed Ali

Mohammed Ali
Member / Authorized Representative
Date: 7/22/2026

Iqbal Ali

Iqbal Ali
Member / Authorized Representative
Date: 7/22/2026

Hussain Nathoo

Hussain Nathoo
Manager
Date: 7/22/2026

Exhibit B to Resolution

Legal Description and Map

EXHIBIT "A"

Legal Description

Field notes for a tract of 30.01 acres of land out of the John McQueen Survey, Abstract Number 426, in Williamson County, Texas; being that tract described as containing 30.00 acres in a deed from First Texas Bank to Larry James Reid and wife, Rhonda G. Reid, dated July 2, 1993, and recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas.

Beginning at a 1/2" rebar iron stake found marking the southeast corner of the above described Reid 30.00 acre tract; said stake also marking the southwest corner of that tract described as containing 36.63 acres in (1) a deed from Lou McLaurin and Michael McLaurin to Richard A. Sliva and Karen L. Thompson-Siva, dated May 27, 1997, and recorded in County Clerk's Document Number 1997024044 of said Official Records, and (2) a deed from First Texas Bank to Donna Lou Starr, dated February 7, 1994, and recorded in Volume 2465, Page 692 of said Official Records; said stake lying in/near the northerly margin of County Road 105; from said stake is found, for reference, a 1/2" rebar iron stake found, on the east side of an iron pipe fence corner post, marking the southeast corner of said Sliva/Starr 36.63 acre tract, which bears N67° 58'24"E, along the common southerly boundary of said 36.63 acre tract and northerly margin of said County Road 105, 575.83 ft. distant; said stake bearing N68°37'14"E 3442.33 ft., N68°47'55"E 471.87 ft. and S21°26'49"E 2769.80 ft. from the approximate northwest corner of said John McQueen Survey; for the POINT OF BEGINNING and Southeast corner hereof.

Thence leaving said County Road 105, and proceeding along the common easterly boundary of said Reid 30.00 acre tract and westerly boundary of said Sliva/Starr 36.63 acre tract, N21°26'49"W - at about 4 ft. pass about 0.8 ft. easterly of an iron pipe fence corner post at the southerly terminus of a wire fence which meanders in a northerly direction generally just westerly of said common boundary - in all 2769.80 ft. to a 1/2" rebar iron stake found, on the northerly side of a fence corner post, marking the common northeast corner of said Reid 30.00 acre tract and northwest corner of said Sliva/Starr 36.63 acre tract; said stake also lying in the southerly boundary of that tract described as containing 228.9 acres in (1) a deed from Gene Lawhon, et al, to Emma L. Lawhon Family Land Partnership, dated October 31, 2006, and recorded in County Clerk's Document Number 2006095405 of the Official Public Records of Williamson County, Texas, and (2) a deed from Madge Stanberry to Edwin L. Lawhon, et ux, dated September 8, 1959, and recorded in Volume 433, Page 369 of the Deed Records of Williamson County, Texas; said stake lying in the common northerly boundary of said McQueen Survey and southerly boundary of the Woodruff Stubblefield Survey, Abstract Number 556; for the Northeast corner hereof.

Thence leaving said Sliva/Starr 36.63 acre tract, and proceeding along the common northerly boundary of said Reid 30.00 acre tract and southerly boundary of said Lawhon 228.9 acre tract, along said common McQueen Survey northerly boundary and Stubblefield Survey southerly boundary, along/near which meanders an old wire fence, S68°47'55"W 471.87 ft. to a 1/2" rebar iron stake with a pink plastic cap stamped "TLS INC" found on the northerly side of an old cedar fence corner post at the northwest corner of said Reid 30.00 acre tract; said point being the common northeast corner of Lot 17, Block "D", of VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18 of the Plat Records of Williamson County, Texas; for the Northwest corner hereof.

Thence leaving said Lawhon 228.9 acre tract and said Stubblefield Survey, and proceeding along the easterly boundary of said Block "D", VALLEY VISTA, common with the westerly boundary of said Reid 30.00 acre tract and, as follows:

(1) S21° 32'58"E, proceeding along the common easterly boundary of said Lot 17, along/near the meanders of a segment of wire fence - at about 103.2 ft. pass about 0.2 ft. westerly of the southerly terminus of said wire fence, at a metal corner post at the northerly terminus of a chain link security fence which meanders in a southerly direction generally just easterly of said common boundary - in all 174.20 ft. to a 1/2" rebar iron stake found, lying about 0.3 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 17 and northeast corner of Lot 16 of said Block "D";

(2) S21° 20'53"E, proceeding along/near the common easterly boundary of said Lot 16 - pass the record common southeast corner of said Lot 16 and northeast corner of Lot 15 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 15 - in all 254.03 ft. to a 1/2" rebar iron stake found, lying about 1.2 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 15 and northeast corner of Lot 14 of said Block "D";

(3) S21° 40'33"E, proceeding along the common easterly boundary of said Lot 14, 105.10 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 14 and northeast corner of Lot 13 of said Block "D";

(4) S21° 41'45"E, proceeding along the common easterly boundary of said Lot 13, 104.79 ft. to a 1/2" rebar iron stake

EXHIBIT "A"
Legal Description

found, lying about 0.8 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 13 and northeast corner of Lot 12 of said Block "D";

(5) S21° 24'27"E, proceeding along the common easterly boundary of said Lot 12, 105.17 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 12 and northeast corner of Lot 11 of said Block "D";

(6) S21°29'20"E, proceeding along the common easterly boundary of said Lot 11, 104.93 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 11 and northeast corner of Lot 10 of said Block "D";

(7) S21° 26'24"E, proceeding along the common easterly boundary of said Lot 10, 105.02 ft. to a 1/2" rebar iron stake found, lying about 1.3 ft. westerly of said chain link fence, marking the common southeast corner of said Lot 10 and northeast corner of Lot 9 of said Block "D";

(8) S21° 32'31"E, proceeding along/near the common easterly boundary of said Lot 9 - at about 44 ft. pass about 1.2 ft. westerly of a metal corner post at the southerly terminus of said chain link security fence, at the northerly terminus of a wire and cedar picket fence which meanders in a southerly direction generally just easterly of said common boundary - pass the record common southeast corner of said Lot 9 and northeast corner of Lot 8 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 8 - in all 210.03 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 8 and northeast corner of Lot 7 of said Block "D";

(9) S21° 28'55"E, proceeding along the common easterly boundary of said Lot 7, 105.00 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 7 and northeast corner of Lot 6 of said Block "D";

(10) S21° 32'57"E, proceeding along the common easterly boundary of said Lot 6, 105.06 ft. to a 1/2" rebar iron stake found, lying about 0.8 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 6 and northeast corner of Lot 5 of said Block "D";

(11) S21° 42'32"E, proceeding along the common easterly boundary of said Lot 5, 104.55 ft. to a 1/2" rebar iron stake found, lying about 0.5 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 5 and northeast corner of Lot 4 of said Block "D";

(12) S21° 024'21"E, proceeding along/near the common easterly boundary of said Lot 4 - pass the record common southeast corner of said Lot 4 and northeast corner of Lot 3 of said Block "D" - proceeding along/near the common easterly boundary of said Lot 3 - in all 185.37 ft. to a 1/2" rebar iron stake with an orange plastic cap stamped "M. MEADOR RPLS 1966" set, on the northerly side of an old cedar fence corner post and lying about 1 ft. westerly of said wire/cedar picket fence, at an angle point in said Lot 3 easterly boundary, said stake lying along the northerly projection of the monumented easterly boundary of Lot 2 of said Block "D";

(13) S21° 21'02"E, continuing along the common easterly boundary of said Lot 3, along said Lot 2 easterly boundary projection, 25.00 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 3 and northeast corner of said Lot 2, Block "D";

(14) S21° 21'02"E, proceeding along the common easterly boundary of said Lot 2, 105.13 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 2 and northeast corner of Lot 1 of said Block "D"; and

(15) S21° 19'18"E, proceeding along the common easterly boundary of said Lot 1, 105.06 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot land the easterly terminus of the northerly margin of MADISON DRIVE. Thence leaving said Block "D", and proceeding along the easterly terminus of said MADISON DRIVE, common with said westerly boundary of said Reid 30.00 acre tract, S21° 21'02"E 49.92 ft. to a 1/2" rebar iron stake found, lying about 1 ft. westerly of said wire/cedar picket fence, marking the common easterly terminus of the southerly margin of said MADISON DRIVE and northeast corner of Lot 16, Block "C" of said VALLEY VISTA. Thence leaving said MADISON DRIVE, and proceeding along the easterly boundary of said Block

EXHIBIT "A"

Legal Description

"C", VALLEY VISTA, common with said westerly boundary of said Reid 30.00 acre tract, as follows:

1) S21° 19'41"E, proceeding along the common easterly boundary of said Lot 16, 142.39 ft. to a 1/2" rebar iron stake found, lying about 0.8 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 16 and northeast corner of Lot 15 of said Block "C";

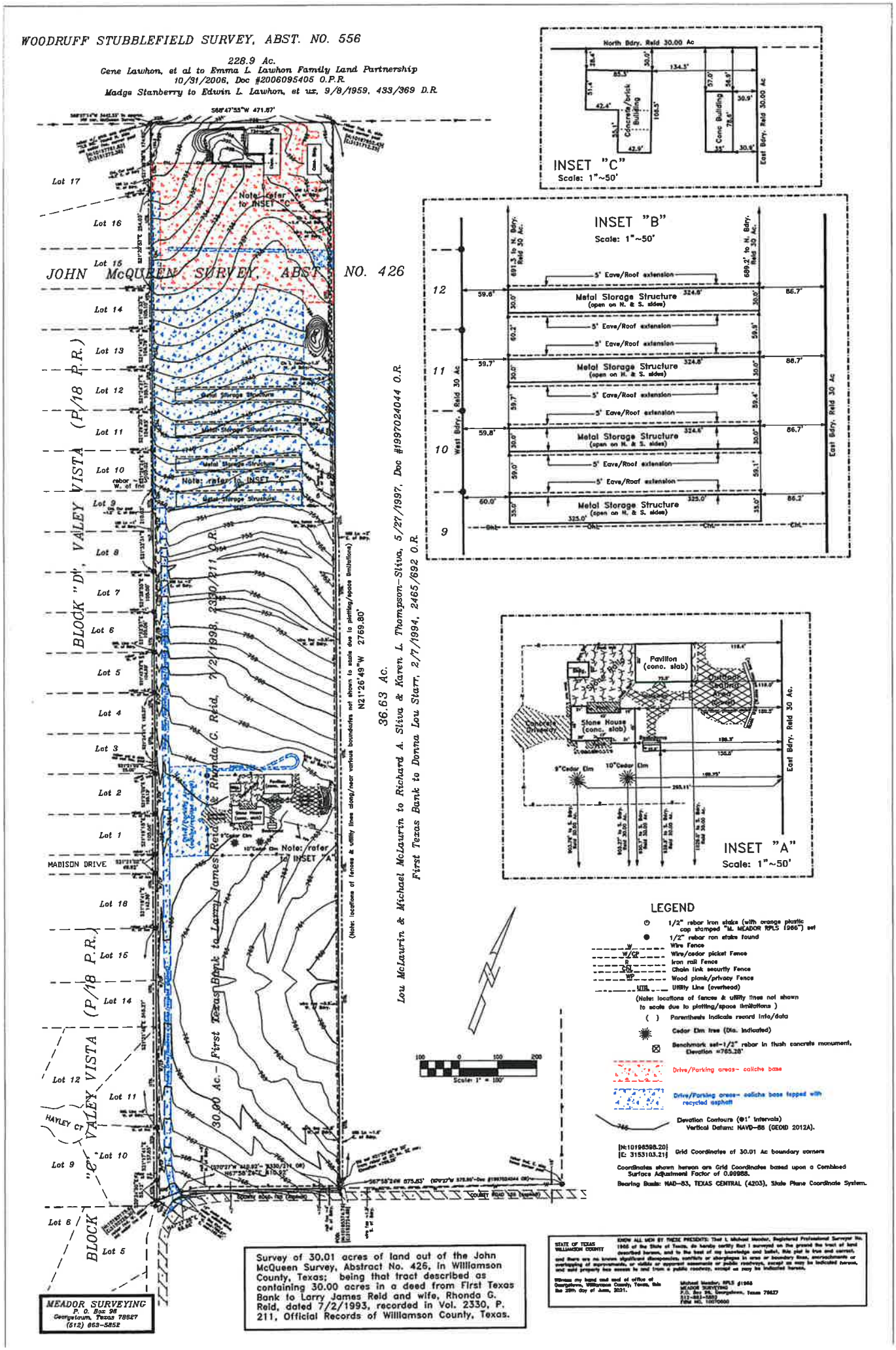
(2) S21° 21'48"E, proceeding along/near the common easterly boundary of said Lot 15 - pass the record common southeast corner of said Lot 15 and northeast corner of Lot 14 of said Block "C"- proceeding along/near the common easterly boundary of said Lot 14 - pass the record common southeast corner of said Lot 14, northeast corner of Lot 12 of said Block "C" and most northerly corner of Lot 11 of said Block "C"- proceeding along/near the common easterly boundary of said Lot 11 – in all 518.27 ft. to a 1/2" rebar iron stake found, lying about 0.5 ft. westerly of said wire/cedar picket fence, marking the common southeast corner of said Lot 11 and northeast corner of Lot 10 of said Block "C";

(3) S21° 17'41"E, proceeding along the common easterly boundary of said Lot 10, 137.85 ft. to a 1/2" rebar iron stake found, lying about 0.2 ft. westerly of said wire/cedar picket fence, at an angle point in said Lot 10 easterly boundary; and

(4) S20° 24'50"E, continuing along the common easterly boundary of said Lot 10, 53.12 ft. to a 1/2" rebar iron stake found, on the westerly side of an old cedar fence post, at an angle point in said Lot 10 easterly boundary, marking the southwest corner of said Reid 30.00 acre tract; said point lying at the intersection of the northerly and westerly margins of the aforementioned County Road 105; for the Southwest corner hereof.

Thence leaving said Lot 10 and said VALLEY VISTA subdivision, and proceeding along the southerly boundary of said Reid 30.00 acre tract, common with the approximate northerly margin of said County Road 105, N47°27'28"E 66.66 ft. to a 1/2" rebar iron stake with an orange plastic cap stamped "M. MEADOR RPLS 1966" set at an angle point in said boundary, said stake lying in the westerly projection of the monumented southerly boundary of the aforementioned Sliva/Starr 36.63 acre tract; for an angle point hereof.

Thence continuing along said common southerly boundary of said Reid 30.00 acre tract and approximate northerly margin of said County Road 105, N67°58'24"E, along said 36.63 acre southerly boundary projection, 410.92 ft. to the POINT OF BEGINNING, containing 30.01 acres of land.


WOODRUFF STUBBLEFIELD SURVEY, ABST. NO. 556
228.9 Ac.
Gene Lawhon, et al to Emma L. Lawhon Family Land Partnership
10/31/2006, Doc #2006095405 O.P.R.
Madge Stanberry to Edwin L. Lawhon, et ux, 9/8/1959, 433/369 D.R.
JOHN McQUEEN SURVEY, ABST. NO. 426
BLOCK "D", VALEY VISTA (P/18 P.R.)
BLOCK "C", VALEY VISTA (P/18 P.R.)
MADISON DRIVE
HAYLEY CT
Lot 17
Lot 16
Lot 15
Lot 14
Lot 13
Lot 12
Lot 11
Lot 10
Lot 9
Lot 8
Lot 7
Lot 6
Lot 5
Lot 4
Lot 3
Lot 2
Lot 1
Lot 18
Lot 16
Lot 14
Lot 12
Lot 11
Lot 10
Lot 9
Lot 6
Lot 5
Note: refer to INSET "C"
Note: refer to INSET "A"
30.00 Ac. - First Texas Bank to Larry James Reid & Rhonda G. Reid, 7/2/1998, 2330/211 O.R.
36.63 Ac.
Lou McLaurin & Michael McLaurin to Richard A. Sliva & Karen L. Thompson-Sliva, 5/27/1997, Doc #1997024044 O.R.
First Texas Bank to Donna Lou Starr, 2/7/1994, 2465/692 O.R.
N21°26'49"W 2769.80'
(Note: locations of fences & utility lines along/near various boundaries not shown to scale due to plotting/space limitations)
INSET "C"
Scale: 1"~50'
North Bdry. Reid 30.00 Ac
East Bdry. Reid 30.00 Ac
Concrete/brick Building
Conc Building
INSET "B"
Scale: 1"~50'
West Bdry. Reid 30 Ac.
East Bdry. Reid 30 Ac.
5' Eave/Roof extension
Metal Storage Structure
(open on N. & S. sides)
INSET "A"
Scale: 1"~50'
Pavilion
(conc. slab)
Stone House
(conc. slab)
Concrete Driveway
9"Cedar Elm
10"Cedar Elm
East Bdry. Reid 30 Ac.
LEGEND
1/2" rebar iron stake (with orange plastic cap stamped "M. MEADOR RPLS 1986") set
1/2" rebar iron stake found
Wire Fence
Wire/cedar picket Fence
Iron rail Fence
Chain link security Fence
Wood plank/privacy Fence
Utility Line (overhead)
(Note: locations of fences & utility lines not shown to scale due to plotting/space limitations)
( ) Parenthesis indicate record info/data
Cedar Elm tree (Dia. indicated)
Benchmark set-1/2" rebar in flush concrete monument, Elevation =765.28'
Drive/Parking areas- caliche base
Drive/Parking areas- caliche base topped with recycled asphalt
Elevation Contours (@1' intervals)
Vertical Datum: NAVD-88 (GEOID 2012A).
[N:10198598.20]
[E: 3153103.21]
Grid Coordinates of 30.01 Ac boundary corners
Coordinates shown hereon are Grid Coordinates based upon a Combined Surface Adjustment Factor of 0.99988.
Bearing Basis: NAD-83, TEXAS CENTRAL (4203), State Plane Coordinate System.
Scale: 1" = 100'
Survey of 30.01 acres of land out of the John McQueen Survey, Abstract No. 426, in Williamson County, Texas; being that tract described as containing 30.00 acres in a deed from First Texas Bank to Larry James Reid and wife, Rhonda G. Reid, dated 7/2/1993, recorded in Vol. 2330, P. 211, Official Records of Williamson County, Texas.
MEADOR SURVEYING
P. O. Box 98
Georgetown, Texas 78627
(512) 863-5852
STATE OF TEXAS
WILLIAMSON COUNTY
KNOW ALL MEN BY THESE PRESENTS: That I, Michael Meador, Registered Professional Surveyor No. 1986 of the State of Texas, do hereby certify that I surveyed on the ground the tract of land described hereon, and to the best of my knowledge and belief, this plat is true and correct, and there are no known significant discrepancies, conflicts or shortages in area or boundary lines, encroachments or overlapping of improvements, or visible or apparent easements or public roadways, except as may be indicated hereon, and said property has access to and from a public roadway, except as may be indicated hereon.
Witness my hand and seal of office of Georgetown, Williamson County, Texas, this the 29th day of June, 2021.
Michael Meador, RPLS #1986
MEADOR SURVEYING
P.O. Box 98, Georgetown, Texas 78627
512-863-5852
Firm No. 10070000

LOCATION MAP

Petitioned for ETJ Removal

ORANGESTONE LA BRANCH LLC

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - Meet & Confer for Fire

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution ratifying a Meet and Confer agreement with the Georgetown Association of Professional Fire Fighters -- Laura Maloy, Human Resources Director

ITEM SUMMARY:

Meet & Confer is a permissive process allowed and prescribed by Texas Local Government Code Chapter 142. The process provides an opportunity to supersede, modify, and improve upon the statutory requirements of Civil Service law.

The City entered into Meet & Confer agreements with Georgetown Association of Professional Fire Fighters (Association) in 2016, 2019 and again in 2022. That agreement is set to expire on September 30, 2026. Discussions regarding a new agreement began in January 2026 and concluded in August 2026. The new agreement includes the following provisions that are beneficial to all parties:

- Compensation & Recruitment:
  - Updated Market comparison for TCESD II.
  - Updated and increased education and certification incentives.
  - Removed daily Paramedic Credential Pay and semi-monthly Fire Investigator, Master Arson, and Fire Inspector pay.
  - Added Specialty Certification and Operational Assignment Stipends.
  - Added Paramedic FTO semi-monthly Stipend.
  - Updated hiring process to allow online and offsite entry examinations.
  - Creates lateral entry process for Firefighters and Paramedics.
  - Creates Healthcare Reimbursement Arrangement Program.
  - Funding for all pay items included in the FY27 budget
- Organizational Structure & Promotions:
  - Clarifies educational and certification requirements for promoted and appointed ranks.
  - Updates to promotional processes and expectations.
  - Updates to rank structure classifications.
- Contractual detail:
  - Updated contractual language clarifying the definition of “Paramedic”, “shall”, “should” and “may”, updated bulletin board article, updated hiring process, updated Labor Management Relations, updated articles to include Paramedic rank.

The term of the agreement is 4 years and is set to begin on October 1, 2026. Per Chapter 142, this agreement is enforceable once the Association conducts a ratification election of the Firefighters and the City Council ratifies the agreement by majority vote. Per President Colby Lyons, the Association completed their ratification election in late August 2026, a majority of the votes cast at the election favored ratification. Council ratification is the final step to the approval process.

FINANCIAL IMPACT:
All funding included in FY27 budget.

SUBMITTED BY:
Robyn Iverson, Human Resources and OD

ATTACHMENTS:
Resolution Meet and Confer
Georgetown Fire MC 2026 Agreement Clean
Georgetown Fire MC 2026 Agreement Redline

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, RATIFYING A REVISED MEET AND CONFER AGREEMENT WITH THE GEORGETOWN PROFESSIONAL ASSOCIATION OF FIRE FIGHTERS PURSUANT TO SECTION 142.114 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City of Georgetown recognizes and respects the invaluable public safety service that the employees of the Fire Department provide for the citizens of Georgetown; and

WHEREAS, an open dialogue regarding Fire Department concerns contributes to the continued success of the department; and

WHEREAS, the City of Georgetown desires to facilitate strong relationships with its employees toward the common goal of providing superior public safety for our citizens; and

WHEREAS, the City of Georgetown and the Georgetown Association of Professional Fire Fighters agree the negotiated agreement is beneficial to both parties.

WHEREAS, the City of Georgetown and the Georgetown Association of Professional Fire Fighters has ratified the agreement by conducting a secret ballot election at which only the firefighters of the municipality in the association were eligible to vote, and a majority of the votes cast at the election favored ratifying the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN TEXAS:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as is copied verbatim.

SECTION 2. The City Council hereby ratifies a Meet and Confer Agreement with the Georgetown Professional Association of Fire Fighters pursuant to Section 142.114 of the Texas Local Government Code.

SECTION 3. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City no in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 4. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or

application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This Resolution shall become effective and be in full force and effect on October 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM

_____
Skye Masson, City Attorney

Meet and Confer Agreement Between
The City of Georgetown
and
Georgetown Association of Professional Fire Fighters, IAFF Local 3991

October 1, 2026 through September 30, 2030

TABLE OF CONTENTS

Contents

DEFINITIONS 3
ARTICLE 1 4
RECOGNITION 4
ARTICLE 2 5
HIRING PROCESS 5
ARTICLE 3 7
LATERAL ENTRY HIRES 7
ARTICLE 4 9
RANK STRUCTURE 9
ARTICLE 5 10
OPERATIONS AND SUPPORT DIVISION PROMOTIONS 10
ARTICLE 6 21
FIRE & LIFE SAFETY DIVISION - PROMOTIONS 21
ARTICLE 7 28
APPOINTED POSITIONS 28
ARTICLE 8 30
COMPENSATION 30
ARTICLE 9 33
OVERTIME CALCULATION 33
ARTICLE 10 34
STIPEND, EDUCATION, & INCENTIVE PAY 34
ARTICLE 11 38
HEALTHCARE REIMBURSEMENT ARRANGMENT PROGRAM (HRAP) 38
ARTICLE 12 40
STANDBY PAY 40
ARTICLE 13 41
REAPPOINTMENT AFTER RESIGNATION 41
ARTICLE 14 43
REPRESENTATION ON BENEFITS COMMITTEE 43
ARTICLE 15 44

LABOR/MANAGEMENT RELATIONS 44
ARTICLE 16 45
BULLETIN BOARDS 45
ARTICLE 17 46
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE 46
ARTICLE 18 50
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS 50
ARTICLE 19 52
TERM OF AGREEMENT 52
ARTICLE 20 53
SAVINGS CLAUSE, PREEMPTION PROVISION, ... 53
AND COMPLETE AGREEMENT CLAUSE 53
SIGNATURE & EXECUTION PAGE 54
APPENDIX A 55
OCTOBER 2026 PAY PLAN 55

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Georgetown Association of Professional Fire Fighters and the City of Georgetown.

2. "Association" means the Georgetown Association of Professional Fire Fighters, Local 3991, its elected leaders and its collective membership.

3. "City" means the City of Georgetown, its mayor, city council members, city manager, fire chief and those persons designated by the City of Georgetown to manage the city and its fire department.

4. "Commission" means the City of Georgetown Firefighters' and Police Officers' Civil Service Commission.

5. The term "Department" means the Georgetown Fire Department.

6. The term "Department Head" means the Chief of the Georgetown Fire Department, designee, or an acting Chief of the Georgetown Fire Department.

7. The term "Firefighter" or "Paramedic" means a member of the Georgetown Fire Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.

8. "Parties" means the City of Georgetown and the Georgetown Association of Professional Fire Fighters, Local 3991.

9. "Good standing" is defined as an employee who has not served a suspension or an involuntary demotion within the last six months. The employee regains good standing six months following completion of the suspension or date of demotion.

10. "Shall" (Must) Indicates an action that is required by either the Department or the Member.

11. "Should" (Recommended) Indicates an action that is preferred by either the Department or the Member and is usually recommended for professional/organizational development or maintenance of good order and discipline.

12. "May" (Optional) Indicates an action that is at the discretion of the Department or Member for individual benefit.

ARTICLE 1
RECOGNITION

The CITY OF GEORGETOWN recognizes the GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991, as the sole and exclusive bargaining agent for the covered Firefighters and Paramedics described in the petition for recognition, excluding the head of the Fire Department and Assistant Fire Chiefs.

ARTICLE 2
HIRING PROCESS

Section 1. Hiring Process

1. The Parties agree that the Department Head possesses the sole discretion and authority to establish, implement, and modify entry-level selection and testing procedures. The Department Head is authorized to fully or partially supplant, modify, delete, or replace the requirements of Texas Local Government Code 143.024, 143.025, and 143.026 including but not limited to notice posting timelines, physical testing location constraints, candidate-paid testing fees and single-date/time examination requirements.
2. The Department Head or Civil Service Director may authorize entry-level written examinations to be administered virtually, online, or through a designated third-party testing service. Testing may occur on a continuous, rolling, or multi-site basis. Candidates completing an authorized online or off-site proctored examination meeting the Department's established passing standard shall be placed on the entry-level eligibility list in accordance with Department policy and Local Civil Service Commission Rules.
3. Requirements for notice posting at specific physical locations for fixed durations prior to an examination is hereby waived and replaced with continuous digital recruitment and online application posting as determined by the Department Head and Civil Service Director.
4. In order to maintain situational awareness of the qualify and number of candidates in the hiring process, the Department Head agrees to include at least one (1) member of the Association's executive board or designee on the hiring interview panel.

Section 2. Eligibility for Beginning Position

A person may not be certified as eligible for a beginning position in the Department if the person is forty-five (45) years of age or older at time of hire.

Section 3. Probationary Period

A. The 12-month probationary period shall begin from the date of hire.

B. All Firefighter and/or Paramedic candidates that begin employment with the City of Georgetown after August 1, 2020, shall obtain and maintain DSHS EMT-P certification at a time that is operationally convenient for the City within 36 months of hire. The candidate is expected to attend and complete the Paramedic Program in one attempt. Failure to complete the Paramedic Program and obtain DSHS EMT-P certification within 180-days of the Paramedic Program conclusion shall be grounds for termination for failing to meet the minimum requirements of the Firefighter or Paramedic rank position. The Fire Chief may allow for additional completion time under extenuating circumstances.

C. Firefighters or Paramedics shall not be considered non-compliant with this mandate if the City is unable to enroll them in a program to meet these timelines.

D. Termination for failure to obtain and maintain DSHS EMT-P is a non-disciplinary termination and there is no right to appeal to the Civil Service Commission, Hearing Examiner or a court of appropriate jurisdiction. The Fire Chief's decision is final.

Section 4. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced, in substantial reliance upon the provisions of this Article, as determined by the Chief. Any pool of eligible candidates created under the terms of this Article will remain in effect for six (6) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of six (6) months or unless the duration of the list is set for twelve (12) months. All employees hired are governed by Section 3 of this Article.

Section 5. Statutory Override

This Article modifies sections 143.021, 143.023(b), 143.025, 143.026 143.041, 143.051, 143.052, 143.053, and 143.057 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 3
LATERAL ENTRY HIRES

Section 1. Purpose

This program will help recruit qualified applicants for the position of Firefighter/Paramedic and/or Paramedics.

Section 2. Definitions

1) Qualifying Agency:
   a) Fire and/or EMS agency providing 911 service response to a population of 50,000 or greater, as determined by the most recent census or other official population estimates during the time the candidate was employed with the qualifying agency;
   b) The Department Head may consider commuter or tourist population estimates provided by the candidate, from an official source, in lieu of official population estimates.

2) Experience as a Firefighter/Paramedic and/or Paramedic:
   a) Service must have been with an agency that operates within a 911 system and the candidate actively assigned in an operational role to provide paramedic-level care.
   b) The Department Head will make final determinations regarding the candidates qualifying experience.

Section 3. Eligibility Requirements Applicants must:

1) Have a minimum of two (2) years paid, full-time experience as a Paramedic at a qualifying agency. The first year, with the qualifying agency, is considered probationary and shall not be included in the calculation of experience.
2) In-state applicants must be certified by the Texas Department of State Health Services (DSHS) at time of entry examination date and out-of-state applicants must challenge and pass the DSHS Paramedic exam to obtain Texas State certification, before a conditional job offer is made by the Department Head
3) Must not have a break in service of more than one (1) year from the time the candidate left a qualifying agency to the entry examination date;
4) Service time, for determining the starting salary, can include multiple agencies, if breaks in service are less than thirty days and all previous agencies meet the required criteria; The first year at each qualifying agency is considered probationary and not included in the calculation of experience.
5) Service time credit begins after the first year that the candidate actively operates as a Paramedic within the qualifying agency and as recognized Texas DSHS or out of state licensing agency; and
6) Must successfully complete all civil service and/or internal hiring requirements.

Section 4. Guidelines

1) The Lateral Entry Program is for pay purposes only. Lateral entry requirements are separate from promotional eligibility requirements. Seniority credit shall begin on the date of hire and not include any prior service credit.
2) The determination regarding whether an applicant qualifies for lateral entry will be made during the Chief's interview portion of the selection process and communicated to the applicant at time of conditional job offer.
3) Applicants hired under this program will be placed upon entry at the step in the department's step schedule based on whole years of eligible experience as follows:
   a) Candidates hired in FY2027 may be placed up to and including step two (2)
   b) Candidates hired in FY2028 may be placed up to and including step two (2)
   c) Candidates hired in FY2029, and beyond, may be placed up to and including step three (3)
4) The member will then progress through the steps as he/she completes his/her years of service.
5) Longevity -Pay will be calculated in the same manner as all other Firefighters and/or Paramedics. No credit will be given for completed years of service in other agencies.
6) Members hired under this program must also complete a one (1) year probationary period in accordance with Chapter 143 of the Texas Local Government Code.
7) The Department Head shall make the final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program. The Department Head' s final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program shall be final and non-appealable to the Civil Service Commission or to any court.

Section 5. Statutory Override

This Article modifies section 143. 041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or Head of the City or by a division or agent of the City, such as the commission.

ARTICLE 4
RANK STRUCTURE

Section 1. Intent

In adopting this article, the parties agree to implement the following rank structure.

Section 2. Rank Structure

At the convenience of the City, the following rank structure shall be authorized for partial or full implementation and be filled in accordance with the approved hiring, promotional (per articles 5 and 6), appointment (per article 7), or assignment process.

A. <u>Operations & Support Division</u>
Firefighter (Beginning Positions)
Paramedic (Beginning Position)
Paramedic Field Training Officer (FTO) (Formerly Paramedic II) (Promoted)
Engineer (Promoted)
EMS Captain (Promoted)
Fire Captain (Promoted)
Battalion Chief (Promoted)
Assistant Chief (Appointed)

B. <u>Fire & Life Safety Division</u>
Fire & Life Safety Specialist (Promoted)
Deputy Fire Marshal (Promoted)
Fire Marshal (Appointed)

Section 3. Statutory Override

This Article modifies section 143.021 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 5
OPERATIONS AND SUPPORT DIVISION PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe including an Assessment Center component to the selection process will improve the selection process and will provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Paramedic FTO, Engineer, Fire Captain, EMS Captain, or Battalion Chief. Additionally, the Parties agree that both academic and professional education are important element in advancing the professionalism and capabilities of the department and its members. This article aspires to meet the NFPA 1020 recommendations as set forth within the 2025 Edition of the NFPA.

Section 2. Time in Rank and Minimum Promotional Qualifications

1. Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

2. Paramedic certification and paramedic credentialing within 180 days of completion of paramedic school, shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2022.

3. For the purposes of this article "Credentialed" is defined as in receipt of Paramedic Credential Pay as seen in Workday.

4. "In Good Standing" status is a prerequisite qualification to be eligible for promotional testing within the Georgetown Fire Department.

5. Completion of the following minimum qualifications (or equivalent consolidated task books) apply for each rank to be eligible participate in the promotional examination process. The deadline for meeting the minimum requirements will be the day prior to the written exam date:

(a) Paramedic FTO:
    1. Two (2) years at the Firefighter and/or Paramedic rank
    2. Two (2) years as a Georgetown credentialed Paramedic
    3. Acting Paramedic FTO Task Book

(b) Engineer:
    1. Two (2) years at Firefighter rank
    2. Two (2) years TCFP Structural Firefighter certification
    3. Acting Engineer Task Book

(c) Fire Captain:
    1. Two (2) years at Engineer and/or Paramedic FTO rank

2. Four (4) years serving in a Firefighter classification under Georgetown Fire Department
3. Four (4) years at TCFP certificate Firefighters
4. Meet promotional educational requirements (Section 4)
5. Acting Engineer Task Book
6. Acting Captain Task Book

(d) EMS Captain:

1. Two (2) years at Engineer and/or Paramedic FTO rank
2. Four (4) years as a Georgetown credentialed Paramedic
3. Meet promotional educational requirements (Section 4)
4. Acting Paramedic FTO Task Book
5. Acting Captain Task Book

(e) Battalion Chief:

1. Two (2) years as a Fire Captain and/or EMS Captain
2. Meet promotional educational requirements (Section)
3. Acting Battalion Chief Task Books
   *Single role Paramedics are not eligible to test for Battalion Chief

Section 3. Task Book Timelines
Task Books started prior to October 1, 2026, and completed in accordance with specified timelines and requirements will be sufficient for meeting the promotional Task Book eligibility requirement.

All in-class and acting Task Books shall be completed within 12-months from initiation.

Once developed, all consolidated Task Books shall be completed within 18-months from assignment.

Task Books may be re-initiated or extended at the discretion of the Fire Chief based on mitigating circumstances.

Probationary Firefighter Task Book shall be completed within 12-months from date of hire

EMT or Paramedic Credentialing Task Books shall be completed within 180 days of issue

Higher class Task Books require a minimum of one (1) year in current position and completion of in-class Task Books prior to issuance.

A member that is already in the ranked position on October 1, 2026, but was not issued a Task Book, shall be required to complete the professional requirements at the operation convenience of the Department.

1. Task Books listed

   a. Probationary Firefighter Task Book
   b. EMT/Paramedic Credentialing
   c. Acting Engineer
   d. Engineer II

e. Acting Paramedic FTO
f. Paramedic FTO II
g. Acting Captain
h. Captain II
i. Acting Battalion Chief
j. Battalion Chief II

2. The following task books are listed for each position. Completion of both In-class and Higher-Class Task Books (or consolidated equivalents) is mandatory. Optional Task Books may be initiated at the members discretion upon completion of all required in-class and higher-class Task Books assigned to their current position

a. Firefighter:
In-Class: EMT/Paramedic Credentialing; Probationary Firefighter
Higher Class: Acting Engineer
Optional: Acting Paramedic FTO

b. Paramedic:
In Class: EMT/Paramedic Credentialing
Higher Class: Acting Paramedic FTO

c. Engineer:
In-Class: Engineer II
Higher Class: Acting Captain
Optional: Paramedic FTO II

d. Paramedic FTO:
In Class: Paramedic FTO II
Higher Class: Acting Captain
Optional: Engineer II

e. Fire Captain:
In Class: Fire/EMS Officer II
Higher Class: Acting Battalion Chief *
Optional: Paramedic FTO II

f. EMS Captain:
In Class: Fire/EMS Officer II
Higher Class: Acting Battalion Chief *
Optional: Engineer II

g. Battalion Chief:
In Class: Fire/EMS Officer IV

* Firefighter certified Fire and EMS Captains shall be required to complete the Acting Battalion Chief Task Book, but will not be mandated to fill Higher Class Battalion Chief positions unless desired by the individual.

3. Task Book Types
    a. Higher Class (HC) Task Books: Higher Class Task books shall be issued upon one year in rank.

    b. In Class Task Books: EMT/Paramedic credentialing and Firefighter Task Books shall be issued prior to completion of their respective academies. In Class Task Books for all promoted positions shall be issued automatically and within 30 days of promotion.

    c. Consolidated Task Books: It is the intent of the department to consolidate in-class and acting Task Books. Members who previously completed acting and in-class task books will be considered to have completed consolidated Task books

    d. Individuals shall notify admin if these books are not received within 30 days after meeting time in rank requirements or promotion.
4. Members shall not be denied requested optional task books, however shift commanders have discretion to determine timing to complete the task book within the 1-year period based on operational requirements.
5. For the purposes of minimum promotional qualifications, Task Books that are issued or completed will be exempt from any Task Book requirements changes as long as the Task Book is/was successfully completed within 12 months of issue.
6. A member shall be required to complete additional professional development requirements for the position at the discretion of the Operations Chief.

Section 4. Promotional Educational Requirements

1. The Parties agree that the following minimum credit/degree requirements apply for each rank in order to participate in the promotional examination process:

	Captain	**Battalion Chief**
FY27	45 credits	60 credits or Associates
FY28	45 credits	60 credits or Associates
FY29	60 credits or Associates	Associates
FY30	60 Credits or Associates	Associates

2. Credits towards promotional eligibility can be earned in two ways, academically or professionally. College credits will be applied on a 1:1 basis for credit hours earned at an accredited academic institution. Professional education credits (up to 15) will be awarded

in 3-point increments for each TCFP certifications earned above those required for promotional pre-requisites. Professional education credits can be earned for multiple courses within a series (e.g. ARFF basic and ARFF Intermediate would count as 3 credits each). The following are certifications eligible for substituted credit:

Captain:

Instructor: Level 2; Level 3; Level 3-Master

Fire Officer: 2; 3; 4

Hazardous Materials: Technician; Incident Commander

Rope Rescue: Awareness/Operations; Technician

Driver Operator: Aerial

Aircraft Rescue Fire Suppression (ARFF): Basic; Intermediate; Advanced; Master

Fire Investigator: Basic; Intermediate; Advanced; Master

Incident Safety Officer

Wildland Fire Protection: Basic; Intermediate

Plans Examiner

Fire & Life Safety Educator: 1; 2

Incident Commander

Fire Marshal: Basic; Intermediate; Advanced; Master

Inspector: Basic; Intermediate; Advanced; Master

Arson Investigator: Basic; Intermediate; Advanced; Master

Battalion Chief

Instructor: Level 3; Level 3-Master

Fire Officer: 4

Hazardous Materials: Technician; Incident Commander

Rope Rescue: Awareness/Operations; Technician

Driver Operator: Aerial

Aircraft Rescue Fire Suppression (ARFF): Basic; Intermediate; Advanced; Master

Fire Investigator: Basic; Intermediate; Advanced; Master

Incident Safety Officer

Wildland Fire Protection: Basic; Intermediate

Plans Examiner

Fire & Life Safety Educator: 1; 2

Incident Commander

Fire Marshal: Basic; Intermediate; Advanced; Master

Inspector: Basic; Intermediate; Advanced; Master

Arson Investigator: Basic; Intermediate; Advanced; Master

3. Promotional candidates are responsible for demonstrating completion of promotional educational requirements (defined as degree or credit hours have been awarded on an official transcript) at the time the employee completes the "Notice of Intent to Test" to the Civil Service Director as specified in Local Civil Service Rule 032. If there are not at least three candidates who meet the promotional educational requirement, the Department Head will determine the promotional eligibility requirements for the promotional examination.

Section 5. Promotional Examination Procedure

The promotional examination procedure for the positions of Paramedic FTO, Engineer, Fire Captain, EMS Captain, or Battalion Chief will consist of two parts:

1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure

2. participation in all components of an Assessment Center.

3. The minimum passing score on the written examination is seventy percent (70%).

4. The minimum combined passing score of the Written and Assessment Center is seventy percent (70%).

5. The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Paramedic FTO, Engineer, Fire Captain, EMS Captain and Battalion Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active-duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 7

shall not apply to the examination. If the active-duty military candidate does not receive a minimum passing score, Section 7 (Assessment Center) shall still apply.

6. The third-party assessors selected to provide the Assessment Center shall meet the following criteria:

   a. Assessors shall be active-duty Firefighter(s) of similar rank to the promotion, or above, from agencies with a service population of 50,000 or greater;

   b. Assessors shall not reside in the City; and

   c. Shall not be a current or former employee of the City.

7. An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

8. A City employee holding the rank or higher than the promotional position will be present during the Assessment Center to act as a policy related subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. If there is disagreement on the designated SME, the SME shall be mutually agreed upon by the Department Head and the Association president prior to the initiation of the Assessment Center.

Section 6. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Fifty percent (50%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 7. Assessment Center

(a) Fifty percent (50%) of a promotional candidate's preliminary score will be based on the Assessment Center score.

(b) The approved contractor will develop an assessment instrument commensurate for the classification sought and shall consist of no less than four (4) performance exercises that test and allow for the objective evaluation of the candidates' possession of the following attributes including but not limited to:

- Leadership
- Decisiveness
- Self-Initiative

- Adaptability
- Interpersonal Skills
- Written Communication Skills
- Problem Analysis
- Problem Solving
- Critical Thinking
- Judgment
- Planning and Organizing
- Risk Management
- Technical Proficiency
- Tactical Proficiency

If any single portion of the performance exercises is compromised, that section may be withdrawn. Under these circumstances, a minimum of 3 portions must be evaluated. In the event multiple performance exercises are compromised, the assessment center portion of the exam may be discarded entirely. Both of these events require final adjudication of the Civil Service Commission

(c) The performance exercises shall be appropriate for the classification being tested for and may include but not limited to:

- Oral Presentations
- Leaderless Group Exercises
- Prioritization Exercises
- Structured Interviews
- Written Exercises (Analysis, Proposal, etc.)
- Role Play Exercises
- Tactical Exercise

(d) Neither the Department Head nor the Civil Service Director will be directly involved in the design of the assessment instrument other than the prerequisite interaction and dialogue with the contractor necessary to facilitate an effective and efficient assessment and in order to meet the contractor's informational needs for design.

(e) The contractor will make available an orientation to all candidates not more than 30 days nor less than 72 hours prior to the first day of the assessment. The orientation shall be designed to ease anxiety about what to expect from the assessment without revealing the totality of the instrument itself. In the event an assessment contractor utilizes an on-site orientation methodology, the orientation will occur no less than 24 hours prior to the assessment.

(f) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by

the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.

Section 8. Procedure for Making Promotional Appointments

(a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by 0.5 to account for fifty percent (50%) of the candidate's preliminary score; One seniority point shall then be awarded for each full year of a candidate's time within the Department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score. Seniority points for a testing process will be calculated based on whole years of service completed as of the day prior to the written exam. Finally, the candidate's Assessment Center score will be multiplied by 0.5 to account for the remaining fifty percent (50%) of the preliminary score (see below).

Passing Grade on Written Examination x 0.5 for all promotional processes + applicable seniority points for time within the Department

+
Assessment Center score x 0.5 for all promotional processes
=
Overall Score

(b) After the calculation of all the overall scores, an eligibility list will be created and maintained pursuant to Section 9 below. The Department Head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department Head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department Head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department Head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department Head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department Head shall personally discuss the reason with the person being bypassed before appointing another person. The Department Head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 9. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for 18 months. The 18-month window

will begin on the date of final certification of the eligibility list by the Civil Service Commission. In the event a list is exhausted prior to 18 months, or upon expiration of the eligibility list a new examination process should be held to minimize delays in maintaining an established promotional list.

Section 10. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple-choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination. Both parties agree to accept singular, multiple, or all answers to test questions, but reject the option to eliminate questions.

(b) Assessment Center

(1) A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except as provided below.

(2) Engineer promotional candidate who attended the pre-assessment center training and overview offered to all candidates may appeal any of the required Assessment Center components stipulated in Section 7(b) of this article. The candidate must notify the SME of the appeal immediately after completion of the component and prior to the assessors grading and documenting the score. An appeal form will be provided to the candidate seeking an appeal, All appeals shall be submitted in writing to the SME, who will then discuss the appeal with the assessors and the representative from the Assessment Center provider. Once this discussion is finished, the SME will then make a ruling. Once the ruling is made the candidates score will be tallied and any adjustments needing to be made will be corrected on the score sheet and then the grade will be finalized.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department Head.

Section 11. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21-days' notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.

c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department Head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.

d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.

e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 12. Statutory Override

This Article modifies sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6
FIRE & LIFE SAFETY DIVISION - PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an Assessment Center component to the selection process will improve the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire & Life Safety Specialist and Deputy Fire Marshal.

Section 2. Implementation

(a) The City reserves the right to expand the candidate pool if there is an insufficient number of qualified candidates to participate and fill the authorized positions.

(b) FLS Promotions shall be open to all members of the Department that meet the criteria contained within this article.

(c) Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Section 3. Time in Rank and Minimum Promotional Qualifications

Paramedic certification and paramedic credentialing shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2022 at the discretion of the Department Head.

"In Good Standing" status is a prerequisite qualification to be eligible for promotional testing within the Georgetown Fire Department.

Completion of the following minimum qualifications (or equivalent consolidated task books) apply for each rank to be eligible to participate in the promotional examination process. The deadline for meeting the minimum requirements will be the day prior to the written exam date:

(a) Fire & Life Safety Specialist

a. Two (2) years at Firefighter rank;
b. Probationary Firefighter Task Book:
c. Engineer I Task Book;
d. TCFP Fire Inspector Certification:
e. TCFP Fire Investigator Certification.

(b) Deputy Fire Marshal:

1. Two (2) years at Fire & Life Safety Specialist;
2. Fire & Life Safety Specialist Task Book;
3. TCFP Basic Fire Marshal;
4. Meet promotional educational requirements as required for promotion to the Captain rank.

Section 4. Promotional Examination Procedure

(a) The promotional examination procedure for the positions of Fire Prevention Specialist and Deputy Fire Marshal will consist of two parts:

1. a written examination, as defined in this Article, consisting of a minimum of fifty (50) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure.

2. Participation in a contractor proctored Assessment Center.

The minimum passing score on the written examination is seventy percent (70%)

The minimum combined passing score of the Written and Assessment Center is Seventy percent (70%).

(b) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Fire Prevention Specialist and Deputy Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active-duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 6 shall not apply to the examination. If the active-duty military candidate does not receive a minimum passing score, Section 6 (Assessment Center) shall still apply.

(c) The City of Georgetown shall identify assessors that meet the following criteria for the Assessment Center:

1. Assessors shall be active members similar rank to the promotion, or above, from agencies with a service population of 50,000 or greater;

2. Assessors shall not reside in the City; and

3. Shall not be a current or former employee of the City.

(d) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

(e) A City employee holding the rank or higher than the promotional position will be present during the Assessment Center to act as a policy related subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department Head and the Association president. If there is disagreement on the designated SME, the SME shall be mutually agreed upon by the Department Head and the Association president prior to the initiation of the Assessment Center.

Section 5. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Fifty percent (50%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 6. Assessment Center

(a) Fifty percent (50%) of a promotional candidate's preliminary score will be based on an Assessment Center score.

(b) The Assessment instrument commensurate for the classification sought and shall consist of no less than four (4) performance exercises that test and allow for the objective evaluation of the candidates' possession of the following attributes including but not limited to:

- Leadership
- Decisiveness
- Self-Initiative
- Adaptability
- Interpersonal Skills
- Written Communication Skills
- Problem Analysis
- Problem Solving
- Critical Thinking
- Judgment
- Planning and Organizing
- Risk Management

- Technical Proficiency
- Tactical Proficiency

(c) The performance exercises shall be appropriate for the classification being tested for and may include but not limited to:

- Oral Presentations
- Leaderless Group Exercises
- Prioritization Exercises
- Structured Interviews
- Written Exercises (Analysis, Proposal, etc.)
- Role Play Exercises
- Tactical Exercise

(d) If any single portion of the performance exercises is compromised, that section may be withdrawn. Under these circumstances, a minimum of 3 portions must be evaluated. In the event multiple performance exercises are compromised, the assessment center portion of the exam may be discarded entirely. Both of these events require final adjudication of the Civil Service Commission.

(e) Neither the Department Head nor the Civil Service Director will be directly involved in the design or the assessment instrument other than the prerequisite interaction and dialogue with the contractor necessary to facilitate an effective and efficient assessment and in order to meet the contractor's informational needs for design.

(f) An orientation to all candidates not more than 30 days nor less than 72 hours prior to the first day of the assessment. The orientation shall be designed to ease anxiety about what to expect from the assessment without revealing the totality of the instrument itself. In the event an assessment contractor utilizes an on-site orientation methodology, the orientation will occur no less than 24 hours prior to the assessment.

(g) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.

Section 7. Procedure for Making Promotional Appointments

(c) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by 0.5 to account for fifty percent (50%) of the candidate's preliminary score; One seniority point shall then be awarded for each full year of a candidate's time within the Department; there shall be a maximum of ten (10)

seniority points added to the candidate's preliminary score. Seniority points for a testing process will be calculated based on whole years of service completed as of the day prior to the written exam. Finally, the candidate's Assessment Center score will be multiplied by 0.5 to account for the remaining fifty percent (50%) of the preliminary score (see below).

Passing Grade on Written Examination x 0.5 for all promotional processes + applicable seniority points for time within the Department

+
Assessment Center score x 0.5 for all promotional processes
=
Overall Score

The Department Head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department Head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department Head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department Head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department Head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department Head shall personally discuss the reason with the person being bypassed before appointing another person. The Department Head shall also file the reason in writing with the Commission and shall provide the person with a copy of the written notice.

Section 8. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for18 months. The 18-month window will begin on the date of final certification of the eligibility list by the Civil Service Commission.. In the event a list is exhausted prior to 18 months, or upon expiration of the eligibility list a new examination process should be held when a vacancy is anticipated and/or occurs to minimize delays in maintaining an established promotional list.

Section 9. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple-choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination. Both parties agree to accept singular, multiple, or all answers to test questions, but reject the option to eliminate questions.

(b) Assessment Center

A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department Head.

Section 10. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21-day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.

c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department Head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.

d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.

e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination

to fall below the two required, the City will administer the examination to the one individual.

Section 11. Statutory Override

This Article modifies sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 7
APPOINTED POSITIONS

Section 1. Intent

This article is intended to establish the manner by which appointed ranks, referenced in article 4, are filled.

Section 2. Assistant Chief

Upon vacancy, up to three (3) Assistant Chief positions may be filled by an internal or external candidate by appointment by the Department Head pursuant to the process provided for in Section 143.014(e) of the Texas Local Government Code or proceed to an external appointment.

The following criteria applies to appointments for Assistant Chief:

(a) In the event that there are fewer than three (3) qualified internal candidates, the Department Head shall have the right to include Chief Officer candidates from outside of the Department. The selection criteria used for this external/internal hire/appointment must include the equivalent requirements for a qualified internal candidate and include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.

(b) For the purposes of this Agreement "qualified internal candidate" shall be defined as the member being in good standing; actively functioning in the rank of Captain or higher for a minimum of four (4) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; obtained at least a Bachelor's Degree from an accredited educational institution; and must be willing to accept the appointment and operate in either the Operational or Administrative Support division.

(c) An Assistant Fire Chief appointed from outside of the Department is not considered a civil service employee and is not entitled to the protections within Texas Local Government Code Chapter 143.

Section 3. Fire Marshal

Upon vacancy, up to one (1) Fire Marshal position may be filled by an internal or external candidate by appointment by the Department Head pursuant to the criteria contained herein:

(a) In the event that there are no qualified internal candidates, the Department Head shall have the right to appoint a Fire Marshal from outside of the Department. The selection criteria used for this external hire/appointment must include the

equivalent requirements for a qualified internal candidate and include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.

(b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in good standing; actively functioning in the rank of Deputy Fire Marshal, or higher, for a minimum of two (2)) years; demonstrated competencies to function in the Fire Marshal position as determined by the Chief; obtained at lease a Bachelor's Degree from an accredited educational institution or demonstrated ability to complete the degree requirements within 24-months of appointment; and must be willing to accept the appointment and operate in the Fire & Life Safety Division.

(c) A Fire Marshal appointed from outside of the Department is not considered a civil service employee and is not entitled to the protections within Texas Local Government Code Chapter 143.

Section 4. Removal from Appointment Positions

(a) A person who is removed from an Assistant Chief Position appointment shall be reinstated in the Department and placed in the same classification, or its equivalent, to the rank of Battalion Chief and shall retain protection under the Civil Service regulations. An Assistant Chief hired from outside of the Department has no position to be reinstated to, so would separate from employment in a manner consistent with the city's personnel policies for at-will employees.

(b) A person who is removed from the Fire Marshal appointment shall be reinstated in the Department and placed in the rank that immediately preceded their appointment and shall retain protection under the Civil Service regulations. A Fire Marshal hired from outside of the Department has no position to be reinstated to, so would separate from employment in a manner consistent with the city's personnel policies for at-will employees.

Section 5. Statutory Override

This Article modifies sections 143.003 (4), 143.005, 143.014, 143.021, 143.028, 143.030, 143.032, 143.033, 143.036, and 143.085 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 8
COMPENSATION

Section 1. Base Pay Philosophy

The City recognizes that the recruitment and retention of highly capable and professional Firefighters and Paramedics is essential to the success of the Georgetown Fire Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Firefighters and Paramedics as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(d) of this Article reflects the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Austin, Cedar Park, New Braunfels, Travis County ESD 2, Lewisville, Sugar Land, and Round Rock shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities and in the manner described in section 3, the average of base pay for minimums with the addition of a 2% aging factor for each rank shall be calculated and proposed for approval as a part of the budget process.

Section 3. Compensation Proposal Calculation

a) Compensation for the ranks of Firefighter, Engineer, Fire Captain, and Fire Battalion Chief shall be proposed based on the following calculations. The recommended base pay scale shall be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the seven (7) comparator organizations as specified in this Agreement with the addition of a 2% aging factor. The recommendation will propose that the minimum base pay for each rank will receive an increase (should an increase be required) to match the survey average for base pay minimums with the addition of a 2% aging factor. For the purpose of evaluation, the cadent rank will not be used to determine market entry (e.g. TCESD II will be evaluated at the equivalent of the first step of a Firefighter)

b) Compensation for Paramedic, Paramedic FTO, Fire Lieutenant, Fire Prevention Specialist, Deputy Fire Marshal, and all appointed ranks will be at the discretion of the Department Head and Civil Service Director. However, the positions will be tied to existing benchmarked positions that correlate to the salary survey comparison and will reflect pay adjustments accordingly. Compensation will not be adjusted downward.

c) The pay plan recommended for implementation in October of 2026 reflects an updated tenure-based methodology agreed to by the City and the Association. For the purposes of this article, tenure means the total accumulated service (in full years) in all civil service classifications(s)

within this Department. The pay plan is attached as an Appendix to this agreement and includes the following elements and procedures:

- To allow overlap between ranks;
- Upon implementation, individuals move to reflective of their tenure
- To increase pay acceleration at early steps within the early-career ranks;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank reflective of their tenure; and
- Individuals that are promoted post-implementation will be placed in the new rank at the step reflective of their tenure.
- Demotions, will result in decrease to step reflective of their tenure.

d) Future fiscal years - the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the same methodology described in section 3(a).

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Labor/Management Pay Subcommittee discussions.

Section 4. Override

This Article modifies 143.041(b) and 143.038 of the Texas Local Government Code.

Section 5. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current ongoing revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 9
OVERTIME CALCULATION

Section 1. Overtime Calculation

Per federal law and existing City policy, sick-leave and wellness time are considered non-productive time. Non-productive time taken by the employee is not considered time worked for the purposes of calculating overtime. In acknowledgement of the unique work and staffing requirements of Firefighters, the parties agree that, starting on October 28, 2019, this article will supersede City policy for all Firefighters assigned to a 56-hour workweek engaged in fire suppression activities. Thereafter, approved paid vacation and holiday leave time taken by said Firefighters shall be calculated as hours worked.

Section 2. Statutory Override

In accordance with the Fair Labor Standards Act (FLSA) Section 7(k), eligible department employees may be paid overtime on a "work period" basis. A work period may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least seven (7) but less than twenty-eight (28) days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship as two hundred and twelve (212) hours to twenty-eight (28) days in the work period. The overtime work period shall be defined by the City after consultation with the Association.

Section 3. Statutory Override

This Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 10
STIPEND, EDUCATION, & INCENTIVE PAY

Section 1. Article Applicability

For the purposes of this Article, Firefighter or Paramedics to include Assistant Chiefs shall be entitled to the benefits of this Article.

Section 2. Stipend & Incentive Pay

The Parties agree that Department Head assigned roles performed by Firefighters and Paramedics shall receive stipend, education and/or incentive pay as defined below.

The parties agree that Firefighters and Paramedics to receive monetary awards in the same manner as all other City employees.

Section 3. Guidelines

This Article reflects monthly assignment stipends, education, and incentive amounts that shall replace prior assignments, education, and/or certification pay practices and become effective the first full pay period in January 2027.

All assignments, stipends, and incentive pay are at the discretion of the Department Head or designee. The Department Head shall make the final determination on eligibility for assignments, stipends, education, & incentives outlined in this article.

A. Language Proficiency Stipend
    1. Bilingual Stipend: Compensation shall be paid to Firefighters or Paramedics who qualify as per the City policy on bilingual pay. The payment for Bilingual Pay shall be governed by the City Policy & Procedures.

B. Medical Proficiency and Operational Assignment Stipend
    1. Ambulance Assignment Stipend: Individuals assigned to work a 24-hour shift assigned to an ambulance shall receive $50 per 24-hour shift.
        a. Exceptions:
            i. If shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift.
            ii. Peak Ambulance Assignment Stipend: In the event that a peak ambulance is deployed during the term of this agreement, the Department Head is authorized to adapt ambulance assignment pay

including to define the length of the applicable shift, the incent assigned employees.

iii. Employees assigned to an ambulance, as part of their training/credentialling or functioning as a third-out member, under a performance improvement plan (PIP), are not eligible for Ambulance Assignment Pay.

iv. Ambulance Assignment Pay is $50 a shift for dual medic ambulances. If a Paramedic is assigned to an ambulance with an EMT, then the Paramedic receives $75 and the EMT receives $25.

Paramedic Credential Stipend: A stipend that is equivalent to $533.34 per month is available to all employees who have met the credentialing standards set forth by the Medical Director and Department Head.

a. Employees receiving Paramedic Credential Pay are ineligible to receive Paramedic Certification Pay or Assignment Pay.
b. Determination of eligibility for Paramedic Credential Pay is made by the Department Head.

Paramedic Stipend: This stipend will be phased out over the term of this agreement. No new members will receive this compensation. Only existing, non-credentialed members, shall continue to be compensated at the rate of $150 per month for each month that they maintain their Texas DSHS Paramedic certification.

C. Specialty Certification and Operational Assignment Stipend

All assignments in the Fire Department are made at the discretion of the Fire Chief. No person has the right to determine where or when they will work. Approval or denial of assignments will be based upon the operational needs of the Department and mission-essential justification. Assigned members and reserve members must function in accordance with criteria and procedures adopted by the Fire Chief. Members may be assigned to multiple teams or specialties; however, they shall only be compensated for one of the following:

1. Team Manager: Individuals assigned to be Team Manager shall be compensated at a rate of $250 per month for each month they are assigned to perform that function and maintain the qualifications associated with managing the team. Team Managers will only qualify for this stipend and not the specialty stipend payable to other eligible team members.
2. Special Operations Stipend: Individuals assigned to the Special Operations Team shall be compensated at the rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.
3. Hazardous Material Stipend: Individuals assigned to the Hazardous Material Team shall be compensated at the rate of $150 per month for each month they are assigned

to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.

4. Dive Team Stipend: Individuals assigned to the Dive Team shall be compensated at the rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.
5. SWAT Stipend: Members assigned to the Central Texas Regional SWAT (CTRS) Team shall be compensated at a rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with the certification. Reserve members are not eligible for the stipend.
6. Field Training Officers (FTO) Stipend: Individuals assigned as an FTO shall be compensated at the rate of $300 per month for each month they are assigned to perform that function and maintain the qualifications associated with the certification. FTO reserve members who are not assigned to perform the duties of an FTO are ineligible for the stipend.
7. Fire Inspector Support Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
8. Fire Investigator Support Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
9. Master Arson Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
10. ICC Fire Inspector I Stipend: This stipend will only be available to members promoted and assigned to the Fire & Life Safety Division. Eligible members shall be compensated at the rate of $100 per month for each month they are assigned/promoted to perform that function and maintain the qualifications associated with the certification. CFI Stipend may be added as the sole additional assignment for members promoted to the FLS Division. Reserve members are not eligible for this stipend.
11. CFI Fire Investigator (FIT) Stipend: This stipend will only be available to members promoted and assigned to the Fire & Life Safety Division. Eligible members shall be compensated at the rate of $50 per month for each month they are assigned/promoted to perform that function and maintain the qualifications associated with certification. Reserve members are not eligible for the stipend.
12. Support Service Personnel: Individuals assigned to a full-time, non-operational Administrative position shall be eligible to receive a monthly stipend that is correlated to their current rank. This stipend does not apply to light duty and/or promoted Fire & Life Safety position. The monthly stiped is as follows:
    a. Firefighter and/or Paramedic: $200 per month
    b. Paramedic FTO and/or Engineer: $250 per month
    c. EMS Captain and/or Fire Captain: $300 per month
    d. Battalion Chief: $350 per month

D. Eligible Education & Certification Incentive Pay

It is understood that there are minimum requirements for the Department with respect to education and certification by the Texas Commission on Fire Protection. It is the members' responsibility to request and provide proof of the desired education or certification incentive. The incentive shall commence the first month following the Firefighter's and Paramedic's complete and valid written request to the Department Head or designee. Firefighters and Paramedics shall be entitled to receive either Certification or Education Incentive Pay for their level of education or certification (but not both), whichever is higher, in the following amounts:

1. TCFP Certification
    a. Intermediate: Active members that achieve the TCFP Intermediate Certification shall receive a certificate incentive of $50 per month.
    b. Advanced: Active members that achieve the TCFP Advanced Certification shall receive a certificate incentive of $100 per month.
    c. Masters: Active members that achieve the TCFP Masters Certification shall receive a certificate incentive of $150 per month.
2. Education Incentive
    a. Associates: Active members that achieve an Associate's Degree, from an accredited institution, and education incentive of $100 per month.
    b. Bachelors: Active members that achieve a Bachelor's Degree, from an accredited institution, and education incentive of $200 per month.
    c. Masters: Active members that achieve a Masters's Degree, from an accredited institution, and education incentive of $300 per month.

Section 3. Statutory Override

This Article modifies section 143.042 and 143.043 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 11
HEALTHCARE REIMBURSEMENT ARRANGMENT PROGRAM (HRAP)

Section 1. Article Applicability.

For the purposes of this Article, Firefighter, Paramedics, and Assistant Chiefs shall be entitled to the benefits of this Article.

Section 2.

The City and the Association agree to establish and maintain a Health Reimbursement Arrangement ("HRA") for eligible sworn employees.

1. The purpose of this program is to establish post-retirement healthcare funding accounts designed to bridge the gap between employee retirement and Medicare eligibility. This program additionally serves to reduce city liability for employees having excessive leave banks and encourages responsible sick-leave utilization.

2. The City and Association agree that contributions to this account shall be deposited from the city into individual member HRA accounts via the following process:

    a. Beginning each fiscal year, all accrued sick leave balances exceeding one-thousand & eighty (1,080) hours (56hr/wk employees) or seven-hundred & twenty (720) hours (40 hr/wk employees) shall be evaluated for eligibility for the sick-leave conversion process.

    b. At no time shall the number of hours converted reduce a members sick-leave balance below the 1080-or-720-hour threshold.

    c. Members on a 56-hour workweek shall be eligible to have up to 240 hours annually of sick leave converted into a fiscal allotment into their HRA.

    d. Members on a 40-hour workweek shall be eligible to have up to 160 hours of annual sick leave converted into a fiscal allotment to their HRA.

    e. These hours will be converted on a 1-to-1 basis at the member's hourly base rate of pay.

    f. The number of eligible sick-leave hours to be converted shall be reduced on a 1-to-1 basis for each hour of sick-leave utilized by the member in the previous fiscal year.

g. Such converted amounts shall only be deposited into a members HRA and are available solely for eligible healthcare reimbursement purposes as defined by the governing HRA Plan Document.

h. Members shall not be eligible for direct compensation for any converted hours.

i. The process and timelines for annual funding shall be detailed within the plan document.

Example: FF Doe, a 56hr/wk employee ends the fiscal year with 1320 hours of sick-leave in their bank. FF Doe has 240 hours above the 1080 threshold. FF Doe utilized 48-hours of sick-leave this past fiscal year. FF Doe would now have 192 hours (240-48) converted on a 1-to-1 basis at his hourly pay rate ($30). This would result in FF Doe receiving a $5760 deposit (192 x $30) into their HRA account. FF Doe begins the next fiscal year with a sick-leave balance of 1128 hours (1080+48).

3. No portion of this section of the agreement shall negate the rights afforded under Texas Municipal Code 143.045

4. The parties acknowledge that the HRA established pursuant to this Section is intended to provide reimbursement for eligible medical expenses following separation from service and is not intended to create an additional pension, retirement allowance, deferred compensation benefit, or other post-employment benefit under applicable law.

5. The HRA shall be administered in accordance with applicable provisions of the Internal Revenue Code, Treasury Regulations, and regulations may change and other applicable federal and state laws. The Plan Document shall govern all matters relating to claims, reimbursements, participation, beneficiary provisions, and administration.

The HRA shall be governed exclusively by the terms of the applicable Plan Document and Trust Agreement, which may be amended from time to time therefore the City may need to re-structure the Program to maintain compliance with federal and state law. Employees shall have only those rights and benefits expressly provided under the Plan Document. and tax-free status. The Parties agree the City may re-structure the Program to the extent necessary to maintain the Program's legal compliance and tax-free status.

Section 7. [To insert Preemption Language]

ARTICLE 12
STANDBY PAY

Section 1. Standby Pay

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Firefighters and Paramedics as designated by the Department Head based on their role.

Standby pay will take effect for employees designated by the Department Head beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

Section 2. Statutory Override

This Article modifies section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 13
REAPPOINTMENT AFTER RESIGNATION

Section 1. Purpose

A Classified employee who voluntarily resigns from the City of Georgetown Fire Department may be reappointed as a Firefighter or Paramedic with the Department, if there is an available spot, without taking another entrance examination or being placed on an Eligibility List.

Section 2. Guidelines

(1) The former Firefighter or Paramedic shall submit a written request to be reappointed, within twenty-four (24) months and/or a ranked position within twelve (12) months from the date of separation, to the Department Head, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment shall not be considered unless recommended by the Department Head. A candidate for reappointment may not appeal his/her rejection by the Department Head.

(2) Prior to recommending reappointment of a former classified employee to the department, the Department Head may review past performance records of the Firefighter or Paramedic, conduct a background investigation, require appropriate alcohol and drug tests and require any other portion of the employment process he/she deems appropriate.

(3) Upon receiving an offer of reappointment, the Firefighter or Paramedic shall pass a physical and psychological examination prescribed by the City.

(4) A candidate for reappointment shall fully meet the requirements for the position in which they may be reappointed.

(5) A former Firefighter or Paramedic may be reappointed regardless of the availability of a certified eligibility list. A ranked position candidate may only be reappointed at his/her prior rank if the department does not possess a certified eligibility list for that rank. If the department has a certified eligibility list, the ranked position candidate may be placed at the entry level Firefighter or Paramedic rank.

(6) In addition to the reasons for rejection listed in Section 143.023(C) of Georgetown local Civil Service Rules, a candidate for reappointment may be rejected for reasons related to previous work performance as a Georgetown Firefighter or Paramedic.

(7) Any candidate reappointed to the Fire Department shall serve a one (1) year probationary period and prior service shall not count toward service for promotional eligibility.

(8) The candidate's years of prior service may be counted to determine placement in the Appendix A Pay Plan.

(9) The candidate's years of prior service shall not count for determining vacation eligibility and rate.

(10) Civil Service age limitations do not apply to re-appointments.

(11) Reappointment of a classified employee is totally at the discretion of the Department Head.

Section 3. Statutory Override

This Article modifies section 143.023, 143.024, 143.025, 143.026, 143.027, and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 14
REPRESENTATION ON BENEFITS COMMITTEE

The Association may appoint one (1) member to the City's Benefit Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.

ARTICLE 15
LABOR/MANAGEMENT RELATIONS

Each Party shall designate up to five (5) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee should meet monthly, or minimally, quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall be for the purpose of encouraging productive relations between the parties and the improvement of the emergency services to the community. The City Assistant Manager (Public Safety) or designee and Association President should attend a minimum of two meetings per year. The meeting will include discussion of pressing issues, such as staffing levels, for the Association and the City. Furthermore, the intent is to establish a list of topics/issues that may be discussed within the next formal meet and confer process. A minimum of two (2) members from each party must be present for a meeting to be held. The Department Head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 20 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

The work of the Committee shall be conducted on City time without loss of pay by Committee members; except that meetings which are scheduled at times when Association members who are not on duty, such members shall attend on their own time without compensation.

ARTICLE 16
BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association. In Departmental areas where a board is not present or feasible, the association is permitted to place productive notices in an acceptable area and will limit space usage to an area of equivalent or lesser size than a bulletin board.

Section 2. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 17
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or Association's President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department Head or designee.

A Firefighter or Paramedic may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

1. a brief statement of the dispute and the facts or events on which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and
4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or designee.

Any claim or dispute by a Firefighter or Paramedic, or group of Firefighters or Paramedics under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Firefighter or Paramedic shall proceed along the following steps:

Step 1. An aggrieved Firefighter or Paramedic must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the Firefighter or Paramedic knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department Head by the Association Executive Committee within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute. If the Association determines that no dispute exists, the grievance will be deemed denied and it shall notify the Department Head in writing that no further

proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, it will notify the Department Head of such and forward a copy of the grievance to the Department Head within fifteen (15) business days after determination.

Step 2. Any dispute found to be valid by the Association Executive Board shall be submitted to the Department Head within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department Head shall within fifteen (15) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department Head the grievance is deemed denied and will proceed to the next step as indicated.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department Head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department Head's response or the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Georgetown.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department Head and City Manager.

Section 3. Arbitration Option

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall

have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, either party may request the American Arbitration Association (AAA) provide a list of seven (7) qualified neutral arbitrators in accordance with its selection rules. Within seven (7) business days of receipt of the list from AAA, the Department Head and/or City and the Association shall select an arbitrator by alternately striking names. The process will be as follows: the Association shall strike the first name on the list with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The arbitration should be held at the earliest available date but may be continued for good cause shown or upon mutual agreement. The parties, by mutual agreement, may select to use AAA expedited rules.
Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Georgetown and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs if applicable.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

ARTICLE 18
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

MANAGEMENT RIGHTS

Section 1.

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapter 143 of the Texas Local Government Code.

Section 2.

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

a) General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;

b) Determination of the Fire Department's overall budget from year to year;

c) Determination of which Fire Department programs, functions, and operations to implement;

d) Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;

e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures, Fire Department and City Policies created, adopted, or amended under the authority of the Department Head, the City Manager, or the City Council.

f) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;

g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;

h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;

i) Control of performance, production and service standards within the Fire Department.

B. MAINTENANCE OF STANDARDS

Section 1.

All fiscal benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2.

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3.

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 19
TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2026, and shall remain in full force and effect through September 30, 2030. The Agreement shall automatically renew for a one (1) year term on October 1, 2030and shall remain in full force and effect until September 30, 2031 unless superseded by a new agreement. This Agreement will expire after September 30, 2031, unless the parties mutually agree to an extension or renewal, in writing.

ARTICLE 20
SAVINGS CLAUSE, PREEMPTION PROVISION, AND COMPLETE AGREEMENT CLAUSE

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF GEORGETOWN, TEXAS
(Approved by Georgetown City Council on _____ of _____, 2026)

By: _____ Dated: _____
DAVID MORGAN
CITY MANAGER

By: _____ Dated: _____
ROBYN DENSMORE
CITY SECRETARY

By: _____ Dated: _____
JOHN SULLIVAN
FIRE CHIEF

By: _____ Dated: _____
SKYE MASSON
CITY ATTORNEY

THE GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991
(Ratified by GAPFF Membership on _____ of _____, 2026)

By: _____ Dated: _____
COLBY LYONS
PRESIDENT
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

By: _____ Dated: _____
BRANDEN COUGHLIN
SECRETARY
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

APPENDIX A
OCTOBER 2026 PAY PLAN

FY27 Fire Payscale
Effective 2026-2027

Classification		0	1	2	3	4	5	6	7	8	9	10	11
Firefighter	Annual (calculated)	$ 74,488.96	$ 78,216.32	$82,118.40	$ 85,408.96	$ 88,816.00	$ 91,495.04	$ 94,232.32	$ 97,056.96	$ 99,473.92	$ 101,978.24	$ 104,511.68	$ 107,132.48
Paramedic**	Annual (calculated)	$ 74,480.64	$ 78,208.00	$82,135.04	$ 85,396.48	$ 88,824.32	$ 91,486.72	$ 94,215.68	$ 97,044.48	$ 99,473.92	$ 101,969.92	$ 104,499.20	$ 107,128.32
Engineer	Annual (calculated)			$90,941.76	$ 94,581.76	$ 98,367.36	$ 101,308.48	$ 104,336.96	$ 107,481.92	$ 110,685.12	$ 113,451.52	$ 116,305.28	$ 119,217.28
Paramedic FTO	Annual (calculated)			$90,941.76	$ 94,581.76	$ 98,367.36	$ 101,308.48	$ 104,336.96	$ 107,481.92	$ 110,685.12	$ 113,451.52	$ 116,305.28	$ 119,217.28
Fire Captain	Annual (calculated)					$ 118,110.72	$ 121,663.36	$ 125,303.36	$ 129,059.84	$ 132,932.80	$ 136,922.24	$ 140,358.40	$ 143,852.80
EMS Captain	Annual (calculated)					$ 118,110.72	$ 121,663.36	$ 125,303.36	$ 129,059.84	$ 132,932.80	$ 136,922.24	$ 140,358.40	$ 143,852.80
Batt Chief	Annual (calculated)						$ 133,631.68	$ 137,621.12	$ 141,756.16	$ 146,007.68	$ 149,676.80	$ 153,404.16	$ 157,248.00
Fire & Life Safety Spec.	Annual (calculated				$ 101,691.20	$ 104,728.00	$ 107,868.80	$ 111,113.60	$ 114,441.60	$ 117,873.60	$ 120,827.20	$ 123,843.20	$ 126,942.40
Deputy Fire Marshal	Annual (calculated					$ 118,102.40	$ 121,659.20	$ 125,299.20	$ 129,064.00	$ 132,932.80	$ 136,926.40	$ 140,337.60	$ 143,852.80
Fire Marshal	Annual (calculated						$ 133,619.20	$ 137,633.60	$ 141,752.00	$ 146,016.00	$ 149,656.00	$ 153,400.00	$ 157,227.20

Meet and Confer Agreement Between The City of Georgetown and Georgetown Association of Professional Fire Fighters, IAFF Local 3991

October 1, 2026~~2~~ through September 30, ~~2026~~2030

TABLE OF CONTENTS

Contents

DEFINITIONS 4
ARTICLE 1 6
RECOGNITION 6
ARTICLE 2 7
HIRING PROCESS 7
ARTICLE 3 9
LATERAL ENTRY HIRES 9
ARTICLE 4 11
RANK STRUCTURE 11
ARTICLE 5 12
OPERATIONS AND SUPPORT DIVISION PROMOTIONS 12
ARTICLE 6 28
FIRE & LIFE SAFETY DIVISION - PROMOTIONS 28
ARTICLE 7 36
APPOINTED POSITIONS 36
ARTICLE 8 39
COMPENSATION 39
ARTICLE 9 42
OVERTIME CALCULATION 42
ARTICLE 10 43
STIPEND, EDUCATION, & INCENTIVE PAY 43
ARTICLE 11 48
HEALTHCARE REIMBURSEMENT ARRANGMENT PROGRAM (HRAP) 48
ARTICLE 12 50
STANDBY PAY 50
ARTICLE 13 51
REAPPOINTMENT AFTER RESIGNATION 51
ARTICLE 14 53
REPRESENTATION ON BENEFITS COMMITTEE 53

ARTICLE 15 54
LABOR/MANAGEMENT RELATIONS 54
ARTICLE 16 55
BULLETIN BOARDS 55
ARTICLE 17 56
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE 56
ARTICLE 18 60
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS 60
ARTICLE 19 62
TERM OF AGREEMENT 62
ARTICLE 20 63
SAVINGS CLAUSE, PREEMPTION PROVISION, ... 63
AND COMPLETE AGREEMENT CLAUSE 63
SIGNATURE & EXECUTION PAGE 64
APPENDIX A 65
OCTOBER 2026 PAY PLAN 65
~~DEFINITIONS ..... 3~~
~~ARTICLE 1 ..... 4~~
~~RECOGNITION ..... 4~~
~~ARTICLE 2 ..... 5~~
~~HIRING PROCESS ..... 5~~
~~ARTICLE 3 ..... 7~~
~~RANK STRUCTURE ..... 7~~
~~ARTICLE 4 ..... 8~~
~~PROMOTIONS ..... 8~~
~~ARTICLE 5 ..... 18~~
~~FIRE & LIFE SAFETY DIVISION - PROMOTIONS ..... 18~~
~~ARTICLE 6 ..... 25~~
~~APPOINTED POSITIONS ..... 25~~
~~ARTICLE 7 ..... 27~~
~~COMPENSATION ..... 27~~
~~ARTICLE 8 ..... 30~~
~~OVERTIME CALCULATION ..... 30~~

~~ARTICLE 9 ..... 31~~
~~ASSIGNMENT PAY ..... 31~~
~~ARTICLE 10 ..... 33~~
~~STANDBY PAY ..... 33~~
~~ARTICLE 11 ..... 34~~
~~REAPPOINTMENT AFTER RESIGNATION ..... 34~~
~~ARTICLE 12 ..... 36~~
~~REPRESENTATION ON BENEFITS COMMITTEE ..... 36~~
~~ARTICLE 13 ..... 37~~
~~LABOR/MANAGEMENT RELATIONS ..... 37~~
~~ARTICLE 14 ..... 38~~
~~BULLETIN BOARDS ..... 38~~
~~ARTICLE 15 ..... 39~~
~~CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE ..... 39~~
~~ARTICLE 16 ..... 43~~
~~MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS ..... 43~~
~~ARTICLE 17 ..... 45~~
~~TERM OF AGREEMENT ..... 45~~
~~ARTICLE 18 ..... 46~~
~~SAVINGS CLAUSE, PREEMPTION PROVISION, ... 46~~
~~AND COMPLETE AGREEMENT CLAUSE ..... 46~~
~~SIGNATURE & EXECUTION PAGE ..... 47~~
~~APPENDIX A ..... 48~~
~~JANUARY 2023 PAY PLAN ..... 48~~

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Georgetown Association of Professional Fire Fighters and the City of Georgetown.

2. "Association" means the Georgetown Association of Professional Fire Fighters, Local 3991, its elected leaders and its collective membership.

3. "City" means the City of Georgetown, its mayor, city council members, city manager, fire chief and those persons designated by the City of Georgetown to manage the city and its fire department.

4. "Commission" means the City of Georgetown Firefighters' and Police Officers' Civil Service Commission.

5. The term "Department" means the Georgetown Fire Department.

6. The term "Department H~~h~~ead" means the Chief of the Georgetown Fire Department, designee, or an acting Chief of the Georgetown Fire Department.

7. The term "Firef~~ F~~ighter" or "Paramedic" means a member of the Georgetown Fire Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.

8. "Parties" means the City of Georgetown and the Georgetown Association of Professional Fire Fighters, Local 3991.

9. "Good standing" is defined as an employee who has not served a suspension or an involuntary demotion within the last six months. The employee regains good standing six months following completion of the suspension or date of demotion.

10. "Shall" (Must) Indicates an action that is required by either the Department or the Member.

11. "Should" (Recommended) Indicates an action that is preferred by either the Department or the Member and is usually recommended for professional/organizational development or maintenance of good order and discipline.

12. "May" (Optional) Indicates an action that is at the discretion of the Department or Member for individual benefit.

ARTICLE 1
RECOGNITION

The CITY OF GEORGETOWN recognizes the GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991, as the sole and exclusive bargaining agent for the covered Firef~~e F~~ighters and Paramedics described in the petition for recognition, excluding the head of the Fire Department and Assistant Fire Chiefs.

ARTICLE 2
HIRING PROCESS

Section 1. Hiring Process

~~The Parties agree that the Department head possesses the discretion and authority to establish entry level selection procedures which need not be the same as those established by Chapter 143 and the Department head possesses authority under this article to entirely or partially supplant, delete, supplement or modify sections 143.025 and 143.026 of the hiring process. The Parties agree that the City retains responsibility for the hiring process and any liability for the hiring process.~~

1. The Parties agree that the Department Head possesses the sole discretion and authority to establish, implement, and modify entry-level selection and testing procedures. The Department Head is authorized to fully or partially supplant, modify, delete, or replace the requirements of Texas Local Government Code 143.024, 143.025, and 143.026 including but not limited to notice posting timelines, physical testing location constraints, candidate-paid testing fees and single-date/time examination requirements.
2. The Department Head or Civil Service Director may authorize entry-level written examinations to be administered virtually, online, or through a designated third-party testing service. Testing may occur on a continuous, rolling, or multi-site basis. Candidates completing an authorized online or off-site proctored examination meeting the Department's established passing standard shall be placed on the entry-level eligibility list in accordance with Department policy and Local Civil Service Commission Rules.
3. Requirements for notice posting at specific physical locations for fixed durations prior to an examination is hereby waived and replaced with continuous digital recruitment and online application posting as determined by the Department Head and Civil Service Director.
4. In order to maintain situational awareness of the qualify and number of candidates in the hiring process, the Department Head agrees to include at least one (1) member of the Association's executive board or designee on the hiring interview panel.

Section 2. Eligibility for Beginning Position

A person may not be certified as eligible for a beginning position in the Department if the person is forty-five (45) years of age or older at time of hire.

~~All Firefighter and/or Paramedic candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 48 months of hire date.~~

Section 3. Probationary Period

~~Effective for employees who begin employment following the first full pay period following the adoption of the revised Meet and Confer agreement the probation period shall be as follows:~~

A. The 12-month probationary period shall begin from the date of hire.

B. All Firefighter and/or Paramedic candidates that begin employment with the City of Georgetown after August 1, 2020, shall obtain and maintain DSHS EMT-P certification

at a time that is operationally convenient for the City ~~but no later than 48~~ within 36 months ~~from the date~~ of hire. The candidate is expected to attend and complete the Paramedic Program in one attempt. ~~Either (i) f~~Failure to complete the Paramedic Program and obtain DSHS EMT-P certification within 180-days of the Paramedic Program conclusion~~; or (ii) failure to obtain DSHS EMT-P certification within 48 months from the hire date;~~ shall be grounds for ~~a non-disciplinary~~ termination for failing to meet the minimum requirements of the Firefighter or Paramedic rank position. The Fire Chief may allow for additional completion time under extenuating circumstances. ~~For the avoidance of any doubt, a decision of the Fire Chief under this paragraph is non-appealable and the Fire Chief's decision is final.~~

C. Firefighters or Paramedics shall not be considered non-compliant with this mandate if the City is unable to enroll them in a program to meet these timelines.

~~B.~~D. Termination for failure to obtain and maintain DSHS EMT-P is a non-disciplinary termination and there is no right to appeal to the Civil Service Commission, Hearing Examiner or a court of appropriate jurisdiction. The Fire Chief's decision is final.

Section 4. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced~~, as determined by the Chief~~, in substantial reliance upon the provisions of this Article, as determined by the Chief.~~.~~ Any pool of eligible candidates created under the terms of this Article will remain in effect for six (6) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of six (6) months or unless the duration of the list is set for twelve (12) months. All employees hired are governed by Section 3 of this Article.

Section 5. Statutory Override

This Article modifies sections 143.021, 143.023(b), 143.025, 143.026 ~~and~~ 143.041, 143.051, 143.052, 143.053, and 143.057 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 3
LATERAL ENTRY HIRES

Section 1. Purpose

This program will help recruit qualified applicants for the position of Firefighter/Paramedic and/or Paramedics.

Section 2. Definitions

1) Qualifying Agency:
   a) Fire and/or EMS agency providing 911 service response to a population of 50,000 or greater, as determined by the most recent census or other official population estimates during the time the candidate was employed with the qualifying agency;
   b) The Department Head may consider commuter or tourist population estimates provided by the candidate, from an official source, in lieu of official population estimates.

2) Experience as a Firefighter/Paramedic and/or Paramedic:
   a) Service must have been with an agency that operates within a 911 system and the candidate actively assigned in an operational role to provide paramedic-level care.
   b) The Department Head will make final determinations regarding the candidates qualifying experience.

Section 3. Eligibility Requirements Applicants must:

1) Have a minimum of two (2) years paid, full-time experience as a Paramedic at a qualifying agency. The first year, with the qualifying agency, is considered probationary and shall not be included in the calculation of experience.
2) In-state applicants must be certified by the Texas Department of State Health Services (DSHS) at time of entry examination date and out-of-state applicants must challenge and pass the DSHS Paramedic exam to obtain Texas State certification, before a conditional job offer is made by the Department Head
3) Must not have a break in service of more than one (1) year from the time the candidate left a qualifying agency to the entry examination date;
4) Service time, for determining the starting salary, can include multiple agencies, if breaks in service are less than thirty days and all previous agencies meet the required criteria; The first year at each qualifying agency is considered probationary and not included in the calculation of experience.
5) Service time credit begins after the first year that the candidate actively operates as a Paramedic within the qualifying agency and as recognized Texas DSHS or out of state licensing agency; and
6) Must successfully complete all civil service and/or internal hiring requirements.

Section 4. Guidelines

1) The Lateral Entry Program is for pay purposes only. Lateral entry requirements are separate from promotional eligibility requirements. Seniority credit shall begin on the date of hire and not include any prior service credit.
2) The determination regarding whether an applicant qualifies for lateral entry will be made during the Chief's interview portion of the selection process and communicated to the applicant at time of conditional job offer.
3) Applicants hired under this program will be placed upon entry at the step in the department's step schedule based on whole years of eligible experience as follows:
   a) Candidates hired in FY2027 may be placed up to and including step two (2)
   b) Candidates hired in FY2028 may be placed up to and including step two (2)
   c) Candidates hired in FY2029, and beyond, may be placed up to and including step three (3)
4) The member will then progress through the steps as he/she completes his/her years of service.
5) Longevity -Pay will be calculated in the same manner as all other Firefighters and/or Paramedics. No credit will be given for completed years of service in other agencies.
6) Members hired under this program must also complete a one (1) year probationary period in accordance with Chapter 143 of the Texas Local Government Code.
7) The Department Head shall make the final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program. The Department Head' s final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program shall be final and non-appealable to the Civil Service Commission or to any court.

Section 5. Statutory Override

This Article modifies section 143. 041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or Head of the City or by a division or agent of the City, such as the commission.

ARTICLE 4~~3~~
RANK STRUCTURE

Section 1. Intent

In adopting this article, the parties agree to implement the following rank structure.

Section 2. Rank Structure

At the convenience of the City, the following rank structure shall be authorized for partial or full implementation and be filled in accordance with the approved hiring, promotional (per articles 5~~4~~ and 6~~5~~), appointment (per article 7~~6~~), or assignment process.

A. Operations & Support Division

Firefighter ~~and/or Paramedic~~ (Beginning Positions)
Paramedic (Beginning Position)
Paramedic Field Training Officer (FTO) (Formerly Paramedic II) ~~II~~ (Promoted)
~~Fire Driver~~ Engineer (Promoted)
~~Lieutenant (Promoted)~~
~~*Note: parties agree that the Lieutenant position will be phased out over an unspecified period of time and incumbents, within the Lieutenant Rank, must successfully pass a written examination to promote to the Captain rank. There will be no more tests or promotions to Lieutenant effective October 1, 2022. Effective October 1, 2022, the Lieutenant rank is no longer considered a required classification/rank for the purposes of promotion and/or higher-class.*~~
EMS Captain (Promoted)
Fire Captain (Promoted)
Battalion Chief (Promoted)
Assistant Chief (Appointed)

B. Fire & Life Safety Division

Fire ~~Prevention~~ & Life Safety Specialist (Promoted)
Deputy Fire Marshal (Promoted)
Fire Marshal (Appointed)

Section 3. Statutory Override

This Article modifies section 143.021 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 54
OPERATIONS AND SUPPORT DIVISION PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe adding including an Assessment Center component to the selection process will improve the selection process and will provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Paramedic IIFTO, Fire Driver,Engineer, Fire Captain, EMS Captain, or Battalion Chief. Additionally, the Parties agree that formal both academic and professional education is anare important element in advancing the professionalism and capabilities of the department and its members. This article aspires to meet the NFPA 10201 recommendations as set forth within the 20250 Edition of the NFPA.

Section 2. Time in Rank and Minimum Promotional Qualifications

1. Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

2. Paramedic certification and paramedic credentialing within 180 days of completion of paramedic school, shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2022.

3. For the purposes of this article "Credentialed" is defined as in receipt of Paramedic Credential Pay as seen in Workday.

2.4. "In Good Standing" status is a prerequisite qualification to be eligible for promotional testing within the Georgetown Fire Department.

3.5. The Parties agree that Completion of the following minimum qualifications (or equivalent consolidated task books) apply for each rank in order to be eligible participate in the promotional examination process. The deadline for meeting the minimum requirements will be the day prior to the written exam date:

(a) Paramedic II: Completion of a minimum of two (2) years at Firefighter and/or Paramedic (single-role) rank; in good standing; Firefighters must complete the Firefighter Task Book AND completion of Driver/Operator I Task Book; Paramedic (single-role) must complete the Paramedic I Task Book.

(b) Fire Driver: Completion of a minimum of two (2) years at Firefighter rank; in good standing; completion of Driver/Operator I Task Book. Driver Engineer Pumper Task Book, or equivalent, for Firefighters hired after January 1, 2012. Additionally, a Paramedic II (single-role) is eligible to test if they complete a minimum of two (2) years at the Paramedic rank; are in good standing; possess TCFP fire

~~certification; completion of Paramedic II Task Book, Firefighter Task Book, AND Driver/Operator I Task Books.~~

~~(c) Captain: Completion of a minimum of two (2) years at Fire Driver rank or Paramedic II; in good standing; and completion of the Fire/EMS Officer I Task Book I. Additionally, promotional candidates must have a minimum of four years fire experience with the Department. Single role Paramedic II ranked members are not eligible to test for Captain.~~

~~(d) EMS Captain: Completion of a minimum of two (2) years at Fire Driver/Paramedic rank or Paramedic II; in good standing; and completion of the Fire/EMS Officer I Task Book I and Paramedic II Task Book.~~

~~(e) Battalion Chief: completion of a minimum of two (2) years as a Captain OR three (3) years combined experience at the Captain and EMS Captain/Lieutenant rank; in good standing; and shall complete the Fire/EMS Officer III Task Book. Single role Paramedic II ranked members are not eligible to test for Battalion Chief.~~

(a) Paramedic FTO:
1. Two (2) years at the Firefighter and/or Paramedic rank
2. Two (2) years as a Georgetown credentialed Paramedic
3. Acting Paramedic FTO Task Book

(b) Engineer:
1. Two (2) years at Firefighter rank
2. Two (2) years TCFP Structural Firefighter certification
3. Acting Engineer Task Book

(c) Fire Captain:
1. Two (2) years at Engineer and/or Paramedic FTO rank
2. Four (4) years serving in a Firefighter classification under Georgetown Fire Department
3. Four (4) years at TCFP certificate Firefighters
4. Meet promotional educational requirements (Section 4)
5. Acting Engineer Task Book
6. Acting Captain Task Book

(d) EMS Captain:
1. Two (2) years at Engineer and/or Paramedic FTO rank
2. Four (4) years as a Georgetown credentialed Paramedic
3. Meet promotional educational requirements (Section 4)
4. Acting Paramedic FTO Task Book
5. Acting Captain Task Book

(e) Battalion Chief:
1. Two (2) years as a Fire Captain and/or EMS Captain
2. Meet promotional educational requirements (Section)
3. Acting Battalion Chief Task Books

*Single role Paramedics are not eligible to test for Battalion Chief

Section 3. Task Book Timelines

Task Books started prior to October 1, 2026, and completed in accordance with specified timelines and requirements will be sufficient for meeting the promotional Task Book eligibility requirement.

All in-class and acting Task Books shall be completed within 12-months from initiation.

Once developed, all consolidated Task Books shall be completed within 18-months from assignment.

Task Books may be re-initiated or extended at the discretion of the Fire Chief based on mitigating circumstances.

Probationary Firefighter Task Book shall be completed within 12-months from date of hire

EMT or Paramedic Credentialing Task Books shall be completed within 180 days of issue

Higher class Task Books require a minimum of one (1) year in current position and completion of in-class Task Books prior to issuance.

A member that is already in the ranked position on October 1, 2026, but was not issued a Task Book, shall be required to complete the professional requirements at the operation convenience of the Department.

1. Task Books listed

~~a. Fire Fighter~~
~~b. EMT/Paramedic Credentialing~~
~~c. Driver/Operator I~~
~~d. Driver/Operator II~~
~~e. Paramedic I~~
~~f. Paramedic II~~
~~g. Fire/EMS Officer I~~
~~h. Fire/EMS Officer II~~
~~i. Fire/EMS Officer III~~
~~j. Fire/EMS Officer IV~~
a. Probationary Firefighter Task Book
b. EMT/Paramedic Credentialing
c. Acting Engineer
d. Engineer II
e. Acting Paramedic FTO
f. Paramedic FTO II
g. Acting Captain
h. Captain II
i. Acting Battalion Chief
j. Battalion Chief II

2. The following task books are listed for each position. Completion of both In-class and Higher-Class Task Books (or consolidated equivalents) is mandatory. Optional Task Books may be initiated at the members discretion upon completion of all required in-class and higher-class Task Books assigned to their current position

   a. Firefighter:
      In-Class: EMT/Paramedic Credentialing; Probationary Firefighter
      Higher Class: Acting Engineer
      Optional: Acting Paramedic FTO

   b. Paramedic:
      In Class: EMT/Paramedic Credentialing
      Higher Class: Acting Paramedic FTO

   c. Engineer:
      In-Class: Engineer II
      Higher Class: Acting Captain
      Optional: Paramedic FTO II

   d. Paramedic FTO:
      In Class: Paramedic FTO II
      Higher Class: Acting Captain
      Optional: Engineer II

   e. Fire Captain:
      In Class: Fire/EMS Officer II
      Higher Class: Acting Battalion Chief *
      Optional: Paramedic FTO II

   f. EMS Captain:
      In Class: Fire/EMS Officer II
      Higher Class: Acting Battalion Chief *
      Optional: Engineer II

   g. Battalion Chief:
      In Class: Fire/EMS Officer IV

   * Firefighter certified Fire and EMS Captains shall be required to complete the Acting Battalion Chief Task Book, but will not be mandated to fill Higher Class Battalion Chief positions unless desired by the individual.

3. Task Book Types
   a. Higher Class (HC) Task Books: Higher Class Task books shall be issued upon one year in rank.

   b. In Class Task Books: EMT/Paramedic credentialing and Firefighter Task Books shall be issued prior to completion of their respective academies. In Class Task

Books for all promoted positions shall be issued automatically and within 30 days of promotion.

c. Consolidated Task Books: It is the intent of the department to consolidate in-class and acting Task Books. Members who previously completed acting and in-class task books will be considered to have completed consolidated Task books

d. Individuals shall notify admin if these books are not received within 30 days after meeting time in rank requirements or promotion.

4. Members shall not be denied requested optional task books, however shift commanders have discretion to determine timing to complete the task book within the 1-year period based on operational requirements.
5. For the purposes of minimum promotional qualifications, Task Books that are issued or completed will be exempt from any Task Book requirements changes as long as the Task Book is/was successfully completed within 12 months of issue.
6. A member shall be required to complete additional professional development requirements for the position at the discretion of the Operations Chief.

~~2. Higher Class (HC) Task Books: Paramedic I Task Book will be issued after completion of Paramedic Credentialing Task Book and completion of one year in rank. Fire/EMS Officer I Task Book will be issued after completion of Driver/Operator I Task Book and one year in rank. Fire/EMS Officer III will be issued upon request after completing 1 year in rank.~~

~~3. Position Task Books: Driver/Operator II, Paramedic II, Fire/EMS Officer II, and Fire Officer IV will be issued within 30 days of promotion.~~

~~Task Book that is issued or completed will be exempt from any additional requirements or changes as long as the Task Book is/was successfully completed within 12 months of issue.~~

~~A member may be required to complete additional continuing education requirements for the position.~~

~~The parties agree that the following timeline will be followed for distribution and completion of Task Books.~~

~~Fire Fighter, Driver/Operator I, Driver/Operator II, Paramedic I, Paramedic II, Fire/EMS Officer I, II, III, and IV Task Books must be completed within 12 months of issue.~~

~~EMT/Paramedic Credentialing Task Books must be completed within 180 days of issue.~~

~~4. New hires will be issued a Firefighter task book before the end of their fire academy. Upon successful completion of Fire Fighter Task Book, and one year in rank, a Driver/Operator Task Book will be issued.~~

~~New hires will be issued an EMT or Paramedic Credentialing Task Book before or on the first day of EMS academy.~~

5. ~~Driver Operator will be issued a Driver/Operator II Task Book within 30 days of promotion. A Fire/EMS Officer I Task Book will be issued upon completion of the Driver/Operator II Task Book and one year in rank. Paramedic I Task Book will be issued upon request and completion of Paramedic I Task Book.~~

6. ~~Paramedic II will be issued a Paramedic II task book within 30 days of promotion. A Driver/Operator II task book will be issued upon completion of Paramedic II task book. A Fire/EMS Officer I Task Book will be issued upon completion of the Driver/Operator II Task Book and one year in rank.~~

7. ~~EMS Captain will be issued a Fire/EMS officer II positional task book within 30 days of promotion. A Fire/EMS Officer III Task Book may be issued upon request after completing one year in rank. Single-role certified EMS Captains will not be eligible for the Fire/Ems Officer III Task Book.~~

8. ~~Fire Captain will be issued a Fire/EMS officer II task book within 30 days of promotion. A Fire/EMS officer III Task Book may be issued upon request after completing one year in rank.~~

9. ~~Battalion Chief will be issued a Fire/EMS officer IV task book within 30 days of promotion.~~

10. ~~Task Book Summary for all positions:~~

~~**Position**~~	~~**Task Books required**~~	~~**Task Book optional**~~
~~**FF EMT/P**~~	~~Fire Fighter~~	
	~~EMT/Paramedic Credentialing~~	
	~~Driver/Operator I~~	
	~~Paramedic I~~	
~~**Paramedic only**~~	~~EMT/Paramedic Credentialing~~	
	~~Paramedic I~~	
~~**Driver Operator**~~	~~Driver/Operator II~~	~~Paramedic I~~
	~~Fire/EMS Officer I~~	~~Paramedic II~~
~~**Paramedic II**~~	~~Paramedic II~~	
	~~Driver/Operator II~~	
	~~Fire/EMS Officer I~~	
~~**Captain**~~	~~Fire/EMS Officer II~~	~~Fire/EMS Officer III~~
~~**EMS Captain**~~	~~Fire/EMS Officer II~~	~~Fire/EMS Officer III (if elig.)~~
~~**Battalion Chief**~~	~~Fire/EMS Officer IV~~	

Section 4. Promotional Educational Requirements

~~The Parties agree that the following minimum college educational requirements apply for each rank in order to participate in the promotional examination process beginning on the dates described below:~~

	~~Captain~~	~~BC~~	~~New Hire~~
~~**October 2023**~~	~~15 credits~~	~~30 credits~~	~~Associates for Officer/Supervisor~~
~~**October 2024**~~	~~30 credits~~	~~45 credits~~	~~Associates for Officer/Supervisor~~
~~**October 2025**~~	~~45 credits~~	~~Associates~~	~~Associates for Officer/Supervisor~~

~~Promotional candidates are responsible for demonstrating completion of educational requirements at the time the employee completes the "Notice of Intent to Test" to the Civil Service Director as specified in Local Civil Service Rule 032. If there are not at least three candidates who meet the college educational requirement, eligibility for the promotional exam shall be opened up to all otherwise qualified candidates.~~

1. The Parties agree that the following minimum credit/degree requirements apply for each rank in order to participate in the promotional examination process:

	Captain	**Battalion Chief**
FY27	45 credits	60 credits or Associates
FY28	45 credits	60 credits or Associates
FY29	60 credits or Associates	Associates
FY30	60 Credits or Associates	Associates

2. Credits towards promotional eligibility can be earned in two ways, academically or professionally. College credits will be applied on a 1:1 basis for credit hours earned at an accredited academic institution. Professional education credits (up to 15) will be awarded in 3-point increments for each TCFP certifications earned above those required for promotional pre-requisites. Professional education credits can be earned for multiple courses within a series (e.g. ARFF basic and ARFF Intermediate would count as 3 credits each). The following are certifications eligible for substituted credit:

   Captain:

   Instructor: Level 2; Level 3; Level 3-Master

   Fire Officer: 2; 3; 4

   Hazardous Materials: Technician; Incident Commander

Rope Rescue: Awareness/Operations; Technician

Driver Operator: Aerial

Aircraft Rescue Fire Suppression (ARFF): Basic; Intermediate; Advanced; Master

Fire Investigator: Basic; Intermediate; Advanced; Master

Incident Safety Officer

Wildland Fire Protection: Basic; Intermediate

Plans Examiner

Fire & Life Safety Educator: 1; 2

Incident Commander

Fire Marshal: Basic; Intermediate; Advanced; Master

Inspector: Basic; Intermediate; Advanced; Master

Arson Investigator: Basic; Intermediate; Advanced; Master

Battalion Chief

Instructor: Level 3; Level 3-Master

Fire Officer: 4

Hazardous Materials: Technician; Incident Commander

Rope Rescue: Awareness/Operations; Technician

Driver Operator: Aerial

Aircraft Rescue Fire Suppression (ARFF): Basic; Intermediate; Advanced; Master

Fire Investigator: Basic; Intermediate; Advanced; Master

Incident Safety Officer

Wildland Fire Protection: Basic; Intermediate

Plans Examiner

Fire & Life Safety Educator: 1; 2

Incident Commander

Fire Marshal: Basic; Intermediate; Advanced; Master

Inspector: Basic; Intermediate; Advanced; Master

Arson Investigator: Basic; Intermediate; Advanced; Master

3. Promotional candidates are responsible for demonstrating completion of promotional educational requirements (defined as degree or credit hours have been awarded on an official transcript) at the time the employee completes the "Notice of Intent to Test" to the Civil Service Director as specified in Local Civil Service Rule 032. If there are not at least three candidates who meet the promotional educational requirement, the Department Head will determine the promotional eligibility requirements for the promotional examination.

Section 5. Promotional Examination Procedure

~~1. The promotional examination procedure for incumbent Lieutenants desiring to promote to the Captain rank shall consist solely of a written examination. Incumbent Lieutenants must achieve a minimum passing score of seventy percent (70%). A certified list of Lieutenants that successfully pass the written examination shall be established and used to promote existing Lieutenants to the Captain rank. The incumbent Lieutenants on the certified list shall have preference for all existing/vacant Captain positions. There will be a maximum of seven (7) Lieutenant positions that will be promoted to the Captain rank under this provision.~~

~~Note: This provision is intended to meet the "phase out" of the Lieutenant rank that is stipulated within Article 3, Section 2(A).~~

~~(b) With the exception of incumbent Lieutenants desiring to promote to the Captain rank, the promotional examination procedure for the positions of Paramedic II, Fire Driver, Captain, EMS Captain, or Battalion Chief will consist of two parts:~~

~~1. a written examination, as defined in this Article, consisting of one hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure~~

~~2. participation in all components of an Assessment Center.~~

~~(c) The minimum passing score on the written examination is fifty percent (50%) when combined with an Assessment Center. The minimum passing score shall be seventy percent (70%) when the written examination is not combined with an assessment center.~~

~~(d) The minimum combined passing score of the Written and Assessment Center is Seventy percent (70%).~~

~~(e) The Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%)~~

~~of all such promotional candidates' final scores. If a written examination is offered to an active-duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 3(b) 2 shall not apply to the examination. If the active-duty military candidate does not receive a minimum passing score, Section 3(b) 2 (Assessment Center) shall still apply.~~

~~(f) The third-party assessors selected to provide the Assessment Center shall meet the following criteria:~~

~~a. Assessors shall be active-duty firefighter(s) of similar rank to the promotion, or above, from cities with a service population of 60,000 or greater;~~

~~b. Assessors shall not reside in the City; and~~

~~c. Shall not be a current or former employee of the City.~~

~~(g) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.~~

~~1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.~~

~~(h) A City employee holding the rank or higher of the promotional position will be present during the Assessment Center to act as a policy related subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department head and the Association president.~~

The promotional examination procedure for the positions of Paramedic FTO, Engineer, Fire Captain, EMS Captain, or Battalion Chief will consist of two parts:

1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure

2. participation in all components of an Assessment Center.

3. The minimum passing score on the written examination is seventy percent (70%).

4. The minimum combined passing score of the Written and Assessment Center is seventy percent (70%).

5. The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Paramedic FTO, Engineer, Fire Captain, EMS Captain and Battalion Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active-duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 7 shall not apply to the examination. If the active-duty military candidate does not receive a minimum passing score, Section 7 (Assessment Center) shall still apply.

6. The third-party assessors selected to provide the Assessment Center shall meet the following criteria:

   a. Assessors shall be active-duty Firefighter(s) of similar rank to the promotion, or above, from agencies with a service population of 50,000 or greater;

   b. Assessors shall not reside in the City; and

   c. Shall not be a current or former employee of the City.

7. An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

8. A City employee holding the rank or higher than the promotional position will be present during the Assessment Center to act as a policy related subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. If there is disagreement on the designated SME, the SME shall be mutually agreed upon by the Department Head and the Association president prior to the initiation of the Assessment Center.

Section 6. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Fifty percent (50%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 7. Assessment Center

(a) Fifty percent (50%) of a promotional candidate's preliminary score will be based on the Assessment Center score.

(b) The approved contractor will develop an assessment instrument commensurate for the classification sought and shall consist of no less than four (4) performance exercises that test and allow for the objective evaluation of the candidates' possession of the following attributes including but not limited to:

- Leadership
- Decisiveness
- Self-Initiative
- Adaptability
- Interpersonal Skills
- Written Communication Skills
- Problem Analysis
- Problem Solving
- Critical Thinking
- Judgment
- Planning and Organizing
- Risk Management
- Technical Proficiency
- Tactical Proficiency

If any single portion of the performance exercises is compromised, that section may be withdrawn. Under these circumstances, a minimum of 3 portions must be evaluated. In the event multiple performance exercises are compromised, the assessment center portion of the exam may be discarded entirely. Both of these events require final adjudication of the Civil Service Commission

(c) The performance exercises shall be appropriate for the classification being tested for and may include but not limited to:

- Oral Presentations
- Leaderless Group Exercises
- Prioritization Exercises
- Structured Interviews
- Written Exercises (Analysis, Proposal, etc.)
- Role Play Exercises
- Tactical Exercise

(d) Neither the Department H~~h~~ead nor the Civil Service Director will be directly involved in the design of the assessment instrument other than the prerequisite interaction and dialogue with the contractor necessary to facilitate an effective and efficient assessment and in order to meet the contractor's informational needs for design.

(e) The contractor will make available an orientation to all candidates not more than 30~~15~~ days nor less than 72~~12~~ hours prior to the first day of the assessment. The orientation shall be designed to ease anxiety about what to expect from the assessment without revealing the totality of the instrument itself. In the event an assessment contractor utilizes an on-site orientation methodology, the orientation will occur no less than 24 hours prior to the assessment.

(f) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department H~~h~~ead and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.

~~1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.~~

Section 8. Procedure for Making Promotional Appointments

~~(a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .50 to account for fifty percent (50%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .50 to account for fifty percent (50%) of the preliminary score (see below). The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point(s) for seniority to the applicant's preliminary score. One seniority point shall be awarded for each full year of a candidate's time in his/her current rank classification; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score. A member shall receive credit for all years served in the Fire Driver and Paramedic II rank, up to a maximum of 10 points.~~

~~Passing Grade on Written Examination x 50% for all promotional processes~~
~~+~~
~~Assessment Center score x 50% for all promotional processes~~
~~=~~
~~[preliminary score] + applicable seniority points for time in rank = **overall score**~~

(a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by 0.5 to account for fifty percent (50%) of the candidate's preliminary score; One seniority point shall

then be awarded for each full year of a candidate's time within the Department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score. Seniority points for a testing process will be calculated based on whole years of service completed as of the day prior to the written exam. Finally, the candidate's Assessment Center score will be multiplied by 0.5 to account for the remaining fifty percent (50%) of the preliminary score (see below).

Passing Grade on Written Examination x 0.5 for all promotional processes + applicable seniority points for time within the Department

+
Assessment Center score x 0.5 for all promotional processes
=
Overall Score

(b) After the calculation of all the overall scores, an eligibility list will be created and maintained pursuant to Section 9~~7~~ below. The Department H~~h~~ead shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department H~~h~~ead possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department H~~h~~ead shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department H~~h~~ead has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department H~~h~~ead has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department H~~h~~ead shall personally discuss the reason with the person being bypassed before appointing another person. The Department H~~h~~ead shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

Section 9. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for ~~one (1) year~~18 months. The 18-month window will begin on the date of final certification of the eligibility list by the Civil Service Commission. ~~after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the~~ In the event a list is exhausted prior to 18 months, or upon expiration of the eligibility list a new examination ~~may~~ process should be held~~.~~ to minimize delays in maintaining an established promotional list.

Section 10. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple-choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination. Both parties agree to accept singular, multiple, or all answers to test questions, but reject the option to eliminate questions.

(b) Assessment Center

(1) A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except as provided below.

(2) ~~Fire Driver~~Engineer promotional candidate who attended the pre-assessment center training and overview offered to all candidates may appeal any of the required Assessment Center components stipulated in Section 7~~5~~(b)~~(b)~~ of this article. The candidate must notify the SME of the appeal immediately after completion of the component and prior to the assessors grading and documenting the score. An appeal form will be provided to the candidate seeking an appeal, All appeals shall be submitted in writing to the SME, who will then discuss the appeal with the assessors and the representative from the Assessment Center provider. Once this discussion is finished, the SME will then make a ruling. Once the ruling is made the candidates score will be tallied and any adjustments needing to be made will be corrected on the score sheet and then the grade will be finalized.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department H~~h~~ead.

Section 11. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21-days' notice

must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.

c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department H~~h~~ead and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.

d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.

e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 12. Statutory Override

This Article modifies sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6~~5~~
FIRE & LIFE SAFETY DIVISION - PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an Assessment Center component to the selection process will improve the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire ~~Prevention~~ & Life Safety Specialist and Deputy Fire Marshal.

Section 2. Implementation

(a) The City reserves the right to expand the candidate pool if there is an insufficient number of qualified candidates to participate and fill the authorized positions.

(b) ~~Beginning FY21,~~ FLS Promotions shall be open to all members of the Department that meet the criteria contained within this article.

(c) Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Section 3. Time in Rank and Minimum Promotional Qualifications

Paramedic certification and paramedic credentialing ~~may~~ shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2022 at the discretion of the D~~d~~epartment H~~h~~ead.

"In Good Standing" status is a prerequisite qualification to be eligible for promotional testing within the Georgetown Fire Department.

Completion of ~~The parties agree that~~ the following minimum qualifications (or equivalent consolidated task books) apply for each rank to be eligible to ~~are required to~~ participate in the promotional examination process. The deadline for meeting the minimum requirements will be the day prior to the written exam date:~~:~~

~~(a) Fire Prevention Specialist: completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector Certification or equivalent as determined by TCFP, TCFP Fire Investigator Certification.~~

~~(b) Deputy Fire Marshal: completion of a minimum of two (2) years at Fire Prevention Specialist; in good standing; completion of Firefighter Task Book AND completion~~

~~of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator.~~

(a) Fire & Life Safety Specialist

a. Two (2) years at Firefighter rank;
b. Probationary Firefighter Task Book:
c. Engineer I Task Book;
d. TCFP Fire Inspector Certification:
e. TCFP Fire Investigator Certification.

(b) Deputy Fire Marshal:
1. Two (2) years at Fire & Life Safety Specialist;
2. Fire & Life Safety Specialist Task Book;
3. TCFP Basic Fire Marshal;
4. Meet promotional educational requirements as required for promotion to the Captain rank.

Section 4. Promotional Examination Procedure

(a) The promotional examination procedure for the positions of Fire Prevention Specialist and Deputy Fire Marshal will consist of two parts:

1. a written examination, as defined in this Article, consisting of a minimum of fifty (50) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure.

2. Participation in a ~~Georgetown or~~ contractor proctored Assessment Center.

The minimum passing score on the written examination is ~~fifty~~ seventy percent (~~50~~70%) ~~when combined with an Assessment Center. The minimum passing score shall be seventy percent (70%) when the written examination is not combined with an assessment center.~~

The minimum combined passing score of the Written and Assessment Center is Seventy percent (70%).

(b) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Fire Prevention Specialist and Deputy Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is

offered to an active-duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section ~~4(a) 2~~6 shall not apply to the examination. If the active-duty military candidate does not receive a minimum passing score, Section ~~4(a) 2~~6 (Assessment Center) shall still apply.

(c) The City of Georgetown shall ~~conduct the Assessment Center and shall choose~~ identify assessors that meet the following criteria for the Assessment Center:

1. Assessors shall be active members similar rank to the promotion, or above, from agencies ~~cities~~ with a service population of ~~60~~50,000 or greater;

2. Assessors shall not reside in the City; and

3. Shall not be a current or former employee of the City.

(d) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.

~~1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.~~

(e) A City employee holding the rank or higher ~~of~~ than the promotional position will be present during the Assessment Center to act as a policy related subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department H~~h~~ead and the Association president. If there is disagreement on the designated SME, the SME shall be mutually agreed upon by the Department Head and the Association president prior to the initiation of the Assessment Center.

Section 5. Written Examination

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Fifty percent (50%) of a promotional candidate's preliminary score will be based on the written examination grade.

Section 6. Assessment Center

(a) Fifty percent (50%) of a promotional candidate's preliminary score will be based on an Assessment Center score.

(b) The Assessment instrument commensurate for the classification sought and shall consist of no less than four (4) performance exercises that test and allow for the objective evaluation of the candidates' possession of the following attributes including but not limited to:

- Leadership
- Decisiveness
- Self-Initiative
- Adaptability
- Interpersonal Skills
- Written Communication Skills
- Problem Analysis
- Problem Solving
- Critical Thinking
- Judgment
- Planning and Organizing
- Risk Management
- Technical Proficiency
- Tactical Proficiency

(c) The performance exercises shall be appropriate for the classification being tested for and may include but not limited to:

- Oral Presentations
- Leaderless Group Exercises
- Prioritization Exercises
- Structured Interviews
- Written Exercises (Analysis, Proposal, etc.)
- Role Play Exercises
- Tactical Exercise

(d) If any single portion of the performance exercises is compromised, that section may be withdrawn. Under these circumstances, a minimum of 3 portions must be evaluated. In the event multiple performance exercises are compromised, the assessment center portion of the exam may be discarded entirely. Both of these events require final adjudication of the Civil Service Commission.

~~(d)~~(e) Neither the Department H~~h~~ead nor the Civil Service Director will be directly involved in the design or the assessment instrument other than the prerequisite interaction and dialogue with the contractor necessary to facilitate an effective and efficient assessment and in order to meet the contractor's informational needs for design.

(f) An orientation to all candidates not more than ~~15~~ 30 days nor less than ~~12~~ 72 hours prior to the first day of the assessment. The orientation shall be designed to ease anxiety about what to expect from the assessment without revealing the totality of the instrument itself. In the event an assessment contractor utilizes an on-site orientation methodology, the orientation will occur no less than 24 hours prior to the assessment.

~~(e)~~

~~(f)~~(g) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department H~~h~~ead and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.

~~1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.~~

Section 7. Procedure for Making Promotional Appointments

~~(a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .50 to account for fifty percent (50%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .50 to account for fifty percent (50%) of the preliminary score (see below). The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point for seniority to the applicant's preliminary score. Seniority points will be based on the following:~~

~~i. For Fire Prevention Specialist: One seniority point shall be awarded for each full year of a candidate's time in department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.~~

~~ii. For Deputy Fire Marshal: One seniority point shall be awarded for each full year of a candidate's time in Fire and Life Safety division (assignment); there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.~~

~~Passing Grade on Written Examination x 50%~~
~~+~~

~~Assessment Center score x 50% for all promotional processes~~
~~=~~
~~[preliminary score] + applicable seniority points for time FPS department or DFM assignment= **overall score**~~

(c) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by 0.5 to account for fifty percent (50%) of the candidate's preliminary score; One seniority point shall then be awarded for each full year of a candidate's time within the Department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score. Seniority points for a testing process will be calculated based on whole years of service completed as of the day prior to the written exam. Finally, the candidate's Assessment Center score will be multiplied by 0.5 to account for the remaining fifty percent (50%) of the preliminary score (see below).

Passing Grade on Written Examination x 0.5 for all promotional processes + applicable seniority points for time within the Department

+
Assessment Center score x 0.5 for all promotional processes
=
Overall Score

The Department H~~h~~ead shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department H~~h~~ead possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department H~~h~~ead shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department H~~h~~ead has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department H~~h~~ead has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department H~~h~~ead shall personally discuss the reason with the person being bypassed before appointing another person. The Department H~~h~~ead shall also file the reason in writing with the C~~c~~ommission and shall provide the person with a copy of the written notice.

Section 8. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for-18 months. The 18-month window will begin on the date of final certification of the eligibility list by the Civil Service Commission.~~one (1) year after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted~~. In the event a list is exhausted prior to 18 months, or upon~~At the~~ expiration of the eligibility list a new examination process should be held when a vacancy is anticipated and/or occurs to minimize delays in maintaining an established promotional list. ~~may be held.~~

Section 9. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple-choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination. Both parties agree to accept singular, multiple, or all answers to test questions, but reject the option to eliminate questions.

(b) Assessment Center

A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department H~~h~~ead.

Section 10. Illness Provision

Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21-day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.

c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then

review the planned accommodations (or lack thereof) with the Department H~~h~~ead and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.

d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.

e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

Section 11. Statutory Override

This Article modifies sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 7~~6~~
APPOINTED POSITIONS

Section 1. Intent

This article is intended to establish the manner by which appointed ranks, referenced in article 4~~3~~, are filled.

Section 2. Assistant Chief

Upon vacancy, up to three (3) Assistant Chief positions may be filled by an internal or external candidate by appointment by the Department H~~h~~ead pursuant to the process provided for in Section 143.014(e) of the Texas Local Government Code or proceed to an external appointment.

The following criteria applies to appointments for Assistant Chief:

(a) In the event that there are ~~no~~ fewer than three (3) qualified internal candidates, the Department H~~h~~ead shall have the right to ~~appoint an Assistant Fire Chief~~ include Chief Officer candidates from outside of the Department. The selection criteria used for this external/internal hire/appointment must include the equivalent requirements for a qualified internal candidate and include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.

(b) For the purposes of this Agreement "qualified internal candidate" shall be defined as the member being in good standing; actively functioning in the rank of Captain or higher for a minimum of four (4) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; obtained at least a Bachelor's Degree from an accredited educational institution; ~~completion of the Battalion Chief Task Book by the time of appointment;~~ and must be willing to accept the appointment and operate in either the Operational ~~and~~ or Administrative Support division.

(c) An Assistant Fire Chief appointed from outside of the Department is not considered a civil service employee and is not entitled to the protections within Texas Local Government Code Chapter 143. ~~.~~

Section 3. Fire Marshal

Upon vacancy, up to one (1) Fire Marshal position may be filled by an internal or external candidate by appointment by the Department H~~h~~ead pursuant to the criteria contained herein:

(a) In the event that there are no qualified internal candidates, the Department H~~h~~ead shall have the right to appoint a Fire Marshal from outside of the Department. The

selection criteria used for this external hire/appointment must include the equivalent requirements for a qualified internal candidate and include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.

(b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in good standing; actively functioning in the rank of ~~Lieutenant~~Deputy Fire Marshal, or higher, for a minimum of ~~–~~two (2)~~four (4~~) years; demonstrated competencies to function in the Fire Marshal position as determined by the Chief; ~~completion of the Fire Marshal Chief Book by the time of appointment~~ obtained at lease a Bachelor's Degree from an accredited educational institution or demonstrated ability to complete the degree requirements within 24-months of appointment; and must be willing to accept the appointment and operate in the Fire & Life Safety Division.

(c) A Fire Marshal appointed from outside of the Department is not considered a civil service employee and is not entitled to the protections within Texas Local Government Code Chapter 143. ~~.~~

Section 4. Removal from Appointment Positions

(a) A person who is removed from an Assistant Chief Position appointment shall be reinstated in the Department and placed in the same classification, or its equivalent, to the rank of Battalion Chief and shall retain protection under the Civil Service regulations. An Assistant Chief hired from outside of the Department has no position to be reinstated to, so would separate from employment in a manner consistent with the city's personnel policies for at-will employees.

(b) A person who is removed from the Fire Marshal appointment shall be reinstated in the Department and placed in the rank that immediately preceded their appointment and shall retain protection under the Civil Service regulations. A Fire Marshal hired from outside of the Department has no position to be reinstated to, so would separate from employment in a manner consistent with the city's personnel policies for at-will employees.

Section 5. Statutory Override

This Article modifies sections 143.~~004~~ 003 (4), 143.005, 143.014, 143.021, 143.028, 143.030, 143.032, 143.033, 143.036, and 143.085 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 8~~7~~
COMPENSATION

Section 1. Base Pay Philosophy

The City recognizes that the recruitment and retention of highly capable and professional Firef~~F~~ighters and Paramedics is essential to the success of the Georgetown Fire Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Firef~~F~~ighters and Paramedics as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(d) of this Article reflects the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Austin, Cedar Park, New Braunfels, Travis County ESD 2, Lewisville, Sugar Land, and Round Rock shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities and in the manner described in section 3, the average of base pay for minimums with the addition of a 2% aging factor for each rank shall be calculated and proposed for approval as a part of the budget process.

Section 3. Compensation Proposal Calculation

a) Compensation for the ranks of Firef~~ F~~ighter, ~~Fire Driver~~Engineer, Fire Captain, and Fire Battalion Chief shall be proposed based on the following calculations. The recommended base pay scale shall be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the seven (7) comparator organizations as specified in this Agreement with the addition of a 2% aging factor. The recommendation will propose that the minimum base pay for each rank will receive an increase (should an increase be required) to match the survey average for base pay minimums with the addition of a 2% aging factor. For the purpose of evaluation, the cadent rank will not be used to determine market entry (e.g. TCESD II will be evaluated at the equivalent of the first step of a Firefighter)

b) Compensation for Paramedic, Paramedic ~~H~~FTO, Fire Lieutenant, Fire Prevention Specialist, Deputy Fire Marshal, and all appointed ranks will be at the discretion of the Department H~~h~~ead and Civil Service Director. However, the positions will be tied to existing benchmarked positions that correlate to the salary survey comparison and will reflect pay adjustments accordingly. Compensation will not be adjusted downward.

c) The pay plan recommended for implementation in ~~January of 2023~~October of 2026 reflects an updated tenure-based methodology agreed to by the City and the Association. For the purposes of this article, tenure means the total accumulated service (in full years) in all civil service

classifications(s) within this Department. The pay plan is attached as an Appendix to this agreement and includes the following elements and procedures:

- To allow overlap between ranks;
- Upon implementation, individuals move to reflective of their tenure
- To increase pay acceleration at early steps within the early-career ranks;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank reflective of their tenure; and
- Individuals that are promoted post-implementation will be placed in the new rank at the step reflective of their tenure.
- Demotions, will result in decrease to step reflective of their tenure.

d) Future fiscal years **-** ~~In future years, FY 23/24 and beyond,~~ the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the same methodology described in section 3(a).

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Labor/Management Pay Subcommittee discussions.

Section 4. Override

This Article modifies 143.041(b) and 143.038 of the Texas Local Government Code.

Section 5. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current ongoing revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 9~~8~~
OVERTIME CALCULATION

Section 1. Overtime Calculation

Per federal law and existing City policy, sick-leave and wellness time are considered non-productive time. Non-productive time taken by the employee is not considered time worked for the purposes of calculating overtime. In acknowledgement of the unique work and staffing requirements of Firef~~ F~~ighters, the parties agree that, starting on October 28, 2019, this article will supersede City policy for all Firef~~ F~~ighters assigned to a 56-hour workweek engaged in fire suppression activities. Thereafter, approved paid vacation and holiday leave time taken by said Firef~~e F~~ighters shall be calculated as hours worked.

Section 2. Statutory Override

In accordance with the Fair Labor Standards Act (FLSA) Section 7(k), eligible department employees may be paid overtime on a "work period" basis. A work period may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least seven (7) but less than twenty-eight (28) days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship as two hundred and twelve (212) hours to twenty-eight (28) days in the work period. The overtime work period shall be defined by the City after consultation with the Association.

Section 3. Statutory Override

This Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 10~~9~~
STIPEND, EDUCATION, & INCENTIVE ~~ASSIGNMENT~~ PAY

~~**Section 1. Assignment Pay**~~

~~The parties agree that certain specialized roles performed by Fire Fighters and assigned by the department head should receive assignment pay.~~

~~**Section 2. Guidelines**~~

~~As such, the following Assignment Pay plan, reflecting incentive amounts, shall become effective October 10, 2022 and reflected on the October 28, 2022 paycheck.~~

~~Eligible Assignments:~~

~~(a) Ambulance Assignment Pay $50 PER 24 HOUR SHIFT ASSIGNED~~

~~1. Ambulance Assignment Pay is available to all employees assigned to work a 24-hour shift assigned to an ambulance/TRV. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. All assignments are at the discretion of the department head.~~

~~2. In the event that a 12-hour peak ambulance is deployed during the term of this agreement, the department head is authorized to create procedures to adapt ambulance assignment pay to incent assigned employees.~~

~~3. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay.~~

~~4. Ambulance Assignment Pay is $50 a shift for dual medic ambulances. If a paramedic is assigned to an ambulance with an EMT, then the paramedic receives $75 and the EMT receives $25.~~

~~(b) Paramedic Credential Pay $533.34 PER MONTH~~

~~1. Paramedic Credential Pay is available to all employees who have met the credentialing standards set forth by the Medical Director and Department head.~~

~~2. Employees receiving Paramedic Credential Pay are ineligible to receive paramedic certification pay or assignment pay.~~

~~3. Determination of eligibility for Paramedic Credential Pay is made by the Department head.~~

Section 1. Article Applicability

For the purposes of this Article, Firefighter or Paramedics to include Assistant Chiefs shall be entitled to the benefits of this Article.

Section 2. Stipend & Incentive Pay

The Parties agree that Department Head assigned roles performed by Firefighters and Paramedics shall receive stipend, education and/or incentive pay as defined below.

The parties agree that Firefighters and Paramedics to receive monetary awards in the same manner as all other City employees.

Section 3. Guidelines

This Article reflects monthly assignment stipends, education, and incentive amounts that shall replace prior assignments, education, and/or certification pay practices and become effective the first full pay period in January 2027.

All assignments, stipends, and incentive pay are at the discretion of the Department Head or designee. The Department Head shall make the final determination on eligibility for assignments, stipends, education, & incentives outlined in this article.

A. Language Proficiency Stipend
    1. Bilingual Stipend: Compensation shall be paid to Firefighters or Paramedics who qualify as per the City policy on bilingual pay. The payment for Bilingual Pay shall be governed by the City Policy & Procedures.

B. Medical Proficiency and Operational Assignment Stipend
    1. Ambulance Assignment Stipend: Individuals assigned to work a 24-hour shift assigned to an ambulance shall receive $50 per 24-hour shift.
        a. Exceptions:
            i. If shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift.
            ii. Peak Ambulance Assignment Stipend: In the event that a peak ambulance is deployed during the term of this agreement, the Department Head is authorized to adapt ambulance assignment pay including to define the length of the applicable shift, the incent assigned employees.
            iii. Employees assigned to an ambulance, as part of their training/credentialling or functioning as a third-out member, under a performance improvement plan (PIP), are not eligible for Ambulance Assignment Pay.

iv. Ambulance Assignment Pay is $50 a shift for dual medic ambulances. If a Paramedic is assigned to an ambulance with an EMT, then the Paramedic receives $75 and the EMT receives $25.

Paramedic Credential Stipend: A stipend that is equivalent to $533.34 per month is available to all employees who have met the credentialing standards set forth by the Medical Director and Department Head.

a. Employees receiving Paramedic Credential Pay are ineligible to receive Paramedic Certification Pay or Assignment Pay.
b. Determination of eligibility for Paramedic Credential Pay is made by the Department Head.

Paramedic Stipend: This stipend will be phased out over the term of this agreement. No new members will receive this compensation. Only existing, non-credentialed members, shall continue to be compensated at the rate of $150 per month for each month that they maintain their Texas DSHS Paramedic certification.

C. Specialty Certification and Operational Assignment Stipend

All assignments in the Fire Department are made at the discretion of the Fire Chief. No person has the right to determine where or when they will work. Approval or denial of assignments will be based upon the operational needs of the Department and mission-essential justification. Assigned members and reserve members must function in accordance with criteria and procedures adopted by the Fire Chief. Members may be assigned to multiple teams or specialties; however, they shall only be compensated for one of the following:

1. Team Manager: Individuals assigned to be Team Manager shall be compensated at a rate of $250 per month for each month they are assigned to perform that function and maintain the qualifications associated with managing the team. Team Managers will only qualify for this stipend and not the specialty stipend payable to other eligible team members.
2. Special Operations Stipend: Individuals assigned to the Special Operations Team shall be compensated at the rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.
3. Hazardous Material Stipend: Individuals assigned to the Hazardous Material Team shall be compensated at the rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.
4. Dive Team Stipend: Individuals assigned to the Dive Team shall be compensated at the rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with certifications. Reserve members are not eligible for the stipend.

5. SWAT Stipend: Members assigned to the Central Texas Regional SWAT (CTRS) Team shall be compensated at a rate of $150 per month for each month they are assigned to perform that function and maintain the qualifications associated with the certification. Reserve members are not eligible for the stipend.
6. Field Training Officers (FTO) Stipend: Individuals assigned as an FTO shall be compensated at the rate of $300 per month for each month they are assigned to perform that function and maintain the qualifications associated with the certification. FTO reserve members who are not assigned to perform the duties of an FTO are ineligible for the stipend.
7. Fire Inspector Support Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
8. Fire Investigator Support Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
9. Master Arson Stipend: This stipend will be eliminated effective the first full pay period in January 2027. No new members will receive this compensation.
10. ICC Fire Inspector I Stipend: This stipend will only be available to members promoted and assigned to the Fire & Life Safety Division. Eligible members shall be compensated at the rate of $100 per month for each month they are assigned/promoted to perform that function and maintain the qualifications associated with the certification. CFI Stipend may be added as the sole additional assignment for members promoted to the FLS Division. Reserve members are not eligible for this stipend.
11. CFI Fire Investigator (FIT) Stipend: This stipend will only be available to members promoted and assigned to the Fire & Life Safety Division. Eligible members shall be compensated at the rate of $50 per month for each month they are assigned/promoted to perform that function and maintain the qualifications associated with certification. Reserve members are not eligible for the stipend.
12. Support Service Personnel: Individuals assigned to a full-time, non-operational Administrative position shall be eligible to receive a monthly stipend that is correlated to their current rank. This stipend does not apply to light duty and/or promoted Fire & Life Safety position. The monthly stiped is as follows:
    a. Firefighter and/or Paramedic: $200 per month
    b. Paramedic FTO and/or Engineer: $250 per month
    c. EMS Captain and/or Fire Captain: $300 per month
    d. Battalion Chief: $350 per month

D. Eligible Education & Certification Incentive Pay

It is understood that there are minimum requirements for the Department with respect to education and certification by the Texas Commission on Fire Protection. It is the members' responsibility to request and provide proof of the desired education or certification incentive. The incentive shall commence the first month following the Firefighter's and Paramedic's complete and valid written request to the Department Head or designee. Firefighters and Paramedics shall be entitled to receive either Certification or Education

Incentive Pay for their level of education or certification (but not both), whichever is higher, in the following amounts:

1. TCFP Certification
    a. Intermediate: Active members that achieve the TCFP Intermediate Certification shall receive a certificate incentive of $50 per month.
    b. Advanced: Active members that achieve the TCFP Advanced Certification shall receive a certificate incentive of $100 per month.
    c. Masters: Active members that achieve the TCFP Masters Certification shall receive a certificate incentive of $150 per month.
2. Education Incentive
    a. Associates: Active members that achieve an Associate's Degree, from an accredited institution, and education incentive of $100 per month.
    b. Bachelors: Active members that achieve a Bachelor's Degree, from an accredited institution, and education incentive of $200 per month.
    c. Masters: Active members that achieve a Masters's Degree, from an accredited institution, and education incentive of $300 per month.

Section 3. Statutory Override

This Article modifies section 143.042 and 143.043 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or h~~h~~ead of the City or by a division or agent of the City, such as the commission.

ARTICLE 11
HEALTHCARE REIMBURSEMENT ARRANGMENT PROGRAM (HRAP)

Section 1. Article Applicability.

For the purposes of this Article, Firefighter, Paramedics, and Assistant Chiefs shall be entitled to the benefits of this Article.

Section 2.

The City and the Association agree to establish and maintain a Health Reimbursement Arrangement ("HRA") for eligible sworn employees.

1. The purpose of this program is to establish post-retirement healthcare funding accounts designed to bridge the gap between employee retirement and Medicare eligibility. This program additionally serves to reduce city liability for employees having excessive leave banks and encourages responsible sick-leave utilization.

2. The City and Association agree that contributions to this account shall be deposited from the city into individual member HRA accounts via the following process:

    a. Beginning each fiscal year, all accrued sick leave balances exceeding one-thousand & eighty (1,080) hours (56hr/wk employees) or seven-hundred & twenty (720) hours (40 hr/wk employees) shall be evaluated for eligibility for the sick-leave conversion process.

    b. At no time shall the number of hours converted reduce a members sick-leave balance below the 1080-or-720-hour threshold.

    c. Members on a 56-hour workweek shall be eligible to have up to 240 hours annually of sick leave converted into a fiscal allotment into their HRA.

    d. Members on a 40-hour workweek shall be eligible to have up to 160 hours of annual sick leave converted into a fiscal allotment to their HRA.

    e. These hours will be converted on a 1-to-1 basis at the member's hourly base rate of pay.

    f. The number of eligible sick-leave hours to be converted shall be reduced on a 1-to-1 basis for each hour of sick-leave utilized by the member in the previous fiscal year.

g. Such converted amounts shall only be deposited into a members HRA and are available solely for eligible healthcare reimbursement purposes as defined by the governing HRA Plan Document.

h. Members shall not be eligible for direct compensation for any converted hours.

i. The process and timelines for annual funding shall be detailed within the plan document.

Example: FF Doe, a 56hr/wk employee ends the fiscal year with 1320 hours of sick-leave in their bank. FF Doe has 240 hours above the 1080 threshold. FF Doe utilized 48-hours of sick-leave this past fiscal year. FF Doe would now have 192 hours (240-48) converted on a 1-to-1 basis at his hourly pay rate ($30). This would result in FF Doe receiving a $5760 deposit (192 x $30) into their HRA account. FF Doe begins the next fiscal year with a sick-leave balance of 1128 hours (1080+48).

3. No portion of this section of the agreement shall negate the rights afforded under Texas Municipal Code 143.045

4. The parties acknowledge that the HRA established pursuant to this Section is intended to provide reimbursement for eligible medical expenses following separation from service and is not intended to create an additional pension, retirement allowance, deferred compensation benefit, or other post-employment benefit under applicable law.

5. The HRA shall be administered in accordance with applicable provisions of the Internal Revenue Code, Treasury Regulations, and regulations may change and other applicable federal and state laws. The Plan Document shall govern all matters relating to claims, reimbursements, participation, beneficiary provisions, and administration.

The HRA shall be governed exclusively by the terms of the applicable Plan Document and Trust Agreement, which may be amended from time to time therefore the City may need to re-structure the Program to maintain compliance with federal and state law. Employees shall have only those rights and benefits expressly provided under the Plan Document. and tax-free status. The Parties agree the City may re-structure the Program to the extent necessary to maintain the Program's legal compliance and tax-free status.

Section 7. [To insert Preemption Language]

ARTICLE 12~~0~~
STANDBY PAY

Section 1. Standby Pay

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Fire~~f F~~ighters and Paramedics as designated by the D~~d~~epartment H~~h~~ead based on their role.

Standby pay will take effect for employees designated by the D~~d~~epartment H~~h~~ead beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

Section 2. Statutory Override

This Article modifies section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 13~~1~~
REAPPOINTMENT AFTER RESIGNATION

Section 1. Purpose

A Classified employee who voluntarily resigns from the City of Georgetown Fire Department may be reappointed as a Firefighter or Paramedic with the Department, if there is an available spot, without taking another entrance examination or being placed on an Eligibility List.

Section 2. Guidelines

(1) The former F~~f~~irefighter or Paramedic shall submit a written request to be reappointed, within twenty-four (24) months and/or a ranked position within twelve (12) months from the date of separation, to the D~~d~~epartment H~~h~~ead, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment shall not be considered unless recommended by the D~~d~~epartment H~~h~~ead. A candidate for reappointment may not appeal his/her rejection by the D~~d~~epartment H~~h~~ead.

(2) Prior to recommending reappointment of a former classified employee to the department, the D~~d~~epartment H~~h~~ead may review past performance records of the F~~f~~irefighter or Paramedic, conduct a background investigation, require appropriate alcohol and drug tests and require any other portion of the employment process he/she deems appropriate.

(3) Upon receiving an offer of reappointment, the F~~f~~irefighter or Paramedic shall pass a physical and psychological examination prescribed by the City.

(4) A candidate for reappointment shall fully meet the requirements for the position in which they may be reappointed.

(5) A former F~~f~~irefighter or Paramedic may be reappointed regardless of the availability of a certified eligibility list. A ranked position candidate may only be reappointed at his/her prior rank if the department does not possess a certified eligibility list for that rank. If the department has a certified eligibility list, the ranked position candidate may be placed at the entry level F~~f~~irefighter or Paramedic rank.

(6) In addition to the reasons for rejection listed in Section 143.023(C) of Georgetown local Civil Service Rules, a candidate for reappointment may be rejected for reasons related to previous work performance as a Georgetown Firefighter or Paramedic.

(7) Any candidate reappointed to the Fire Department shall serve a one (1) year probationary period and prior service shall not count toward service for promotional eligibility.

(8) The candidate's years of prior service may be counted to determine placement in the Appendix A Pay Plan.

(9) The candidate's years of prior service shall not count for determining vacation eligibility and rate.

(10) Civil Service age limitations do not apply to re-appointments.

(11) Reappointment of a classified employee is totally at the discretion of the D~~d~~epartment H~~h~~ead.

Section 3. Statutory Override

This Article modifies section 143.023, 143.024, 143.025, 143.026, 143.027, and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department H~~h~~ead or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 14~~2~~
REPRESENTATION ON BENEFITS COMMITTEE

The Association may appoint one (1) member to the City's Benefit Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.

ARTICLE 15~~3~~
LABOR/MANAGEMENT RELATIONS

Each Party shall designate ~~three (3)~~up to five (5) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee ~~shall~~ should meet monthly, or minimally, quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall be for the purpose of encouraging productive relations between the parties and the improvement of the emergency services to the community. The City Assistant Manager (Public Safety) or designee and Association President ~~will each~~should attend a minimum of two meetings per year. The meeting will include discussion of pressing issues, such as staffing levels, for the Association and the City. Furthermore, the intent is to establish a list of topics/issues that may be discussed within the next formal meet and confer process. A minimum of two (2) members from each party must be present for a meeting to be held. The Department H~~h~~ead will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 20~~5~~ of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

The work of the Committee shall be conducted on City time without loss of pay by Committee members; except that meetings which are scheduled at times when Association members who are not on duty, such members shall attend on their own time without compensation.

ARTICLE 164
BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association. In Departmental areas where a board is not present or feasible, the association is permitted to place productive notices in an acceptable area and will limit space usage to an area of equivalent or lesser size than a bulletin board.

Section 2. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 17~~5~~
CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or Association's President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department H~~h~~ead or designee.

A Firefighter or Paramedic may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

1. a brief statement of the dispute and the facts or events on which it is based;
2. the sections(s) of the Agreement alleged to have been violated;
3. the remedy or adjustment sought; and
4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or designee.

Any claim or dispute by a Firefighter or Paramedic, or group of Firefighters or Paramedics under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Firefighter or Paramedic shall proceed along the following steps:

Step 1. An aggrieved Firefighter or Paramedic must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the Firefighter or Paramedic knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department H~~h~~ead by the Association Executive Committee within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute. If the Association determines that no dispute exists, the grievance will be deemed denied and it shall notify the Department H~~h~~ead in writing that no further

proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, it will notify the Department Hhead of such and forward a copy of the grievance to the Department Hhead within fifteen (15) business days after determination.

Step 2. Any dispute found to be valid by the Association Executive Board shall be submitted to the Department Hhead within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department Hhead shall within fifteen (15) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department Hhead the grievance is deemed denied and will proceed to the next step as indicated.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department Hhead. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department Hhead's response or the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Georgetown.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department Hhead and City Manager.

Section 3. Arbitration Option

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall

have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, either party may request the American Arbitration Association (AAA) provide a list of seven (7) qualified neutral arbitrators in accordance with its selection rules. Within seven (7) business days of receipt of the list from AAA, the Department Hhead and/or City and the Association shall select an arbitrator by alternately striking names. The process will be as follows: the Association shall strike the first name on the list with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The arbitration should be held at the earliest available date but may be continued for good cause shown or upon mutual agreement. The parties, by mutual agreement, may select to use AAA expedited rules.
Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Georgetown and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs if applicable.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

ARTICLE 18~~6~~
MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

MANAGEMENT RIGHTS

Section 1.

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapter 143 of the Texas Local Government Code.

Section 2.

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

a) General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;

b) Determination of the Fire Department's overall budget from year to year;

c) Determination of which Fire Department programs, functions, and operations to implement;

d) Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;

e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures, Fire Department and City Policies created, adopted, or amended under the authority of the Department H~~h~~ead, the City Manager, or the City Council.

f) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;

g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;

h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;

i) Control of performance, production and service standards within the Fire Department.

B. MAINTENANCE OF STANDARDS

Section 1.

All fiscal benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

Section 2.

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

Section 3.

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.

ARTICLE 19~~7~~
TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, ~~2022~~2026, and shall remain in full force and effect through September 30, ~~2026~~2030. The Agreement shall automatically renew for a one (1) year term on October 1, ~~2026~~ 2030and shall remain in full force and effect until September 30, ~~2027~~ 2031 unless superseded by a new agreement. This Agreement will expire after September 30, ~~2027~~2031, unless the parties mutually agree to an extension or renewal, in writing.

ARTICLE 20~~18~~
SAVINGS CLAUSE, PREEMPTION PROVISION, AND COMPLETE AGREEMENT CLAUSE

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF GEORGETOWN, TEXAS
(Approved by Georgetown City Council on _____ of _____, 2026~~2~~)

By: _____ Dated: _____
DAVID MORGAN
CITY MANAGER

By: _____ Dated: _____
ROBYN DENSMORE
CITY SECRETARY

By: _____ Dated: _____
JOHN SULLIVAN
FIRE CHIEF

By: _____ Dated: _____
SKYE MASSON
CITY ATTORNEY

THE GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991
(Ratified by GAPFF Membership on _____ of _____, 2026~~2~~)

By: _____ Dated: _____
COLBY LYONS
PRESIDENT
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

By: _____ Dated: _____
~~ERIC LAMBERT~~BRANDEN COUGHLIN
SECRETARY
GEORGETOWN ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS

APPENDIX A

OCTOBER 2026~~JANUARY 2023~~ PAY PLAN

Fire Payscale

Effective 1/2/2023

Classification		0	1	2	3	4	5	6	7	8	9	10	11
Firefighter	Annual	$ 58,606	$ 61,536	$ 64,613	$ 67,198	$ 69,886	$ 71,982	$ 74,142	$ 76,366	$ 78,275	$ 80,232	$ 82,238	$ 84,294
Paramedic**	Annual	$ 58,606	$ 61,536	$ 64,613	$ 67,198	$ 69,886	$ 71,982	$ 74,142	$ 76,366	$ 78,275	$ 80,232	$ 82,238	$ 84,294
Fire Driver	Annual			$ 74,855	$ 77,849	$ 80,963	$ 83,392	$ 85,894	$ 88,471	$ 91,125	$ 93,403	$ 95,738	$ 98,116
Paramedic II	Annual			$ 74,855	$ 77,849	$ 80,963	$ 83,392	$ 85,894	$ 88,471	$ 91,125	$ 93,403	$ 95,738	$ 98,116
Fire Lieutenant	Annual				$ 82,216	$ 84,682	$ 87,223	$ 89,840	$ 92,535	$ 95,311	$ 97,694	$ 100,136	$ 102,639
Fire Captain	Annual					$ 97,545	$ 100,471	$ 103,485	$ 106,590	$ 109,788	$ 113,081	$ 115,908	$ 118,806
Batt Chief	Annual						$ 109,274	$ 112,552	$ 115,929	$ 119,407	$ 122,392	$ 125,452	$ 128,588
						Fire and Life Safety							
FLS Specialist	Annual				$ 82,216	$ 84,682	$ 87,223	$ 89,840	$ 92,535	$ 95,311	$ 97,694	$ 100,136	$ 102,639
~~Deputy Fire Marshal~~	~~Annual~~					~~$ 97,545~~	~~$ 100,471~~	~~$ 103,485~~	~~$ 106,590~~	~~$ 109,788~~	~~$ 113,081~~	~~$ 115,908~~	~~$ 118,806~~
Fire Marshal	Annual						$ 109,274	$ 112,552	$ 115,929	$ 119,407	$ 122,392	$ 125,452	$ 128,588

Note: all rates are estimates based on a 56-hour workweek and may differ due to rounding.

	0	1	2	3	4	5	6	7	8	9	10	11
Firefighter		5.0%	5.0%	4.0%	4.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%	2.5%
Paramedic		5.0%	5.0%	4.0%	4.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%	2.5%
Fire Driver				4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
Paramedic II				4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
Fire Lieutenant					3.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
Fire Captain						3.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%
Batt Chief							3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
FLS Specialist					3.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
Deputy Fire Marshal						3.0%	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%
~~Fire Marshal~~							3.0%	3.0%	3.0%	2.5%	2.5%	2.5%

FY27 Fire Payscale

Effective 2026-2027

Classification		0	1	2	3	4	5	6	7	8	9	10	11
Firefighter	Annual (calculated)	$ 74,488.96	$ 78,216.32	$82,118.40	$ 85,408.96	$ 88,816.00	$ 91,495.04	$ 94,232.32	$ 97,056.96	$ 99,473.92	$ 101,978.24	$ 104,511.68	$ 107,132.48
Paramedic**	Annual (calculated)	$ 74,480.64	$ 78,208.00	$82,135.04	$ 85,396.48	$ 88,824.32	$ 91,486.72	$ 94,215.68	$ 97,044.48	$ 99,473.92	$ 101,969.92	$ 104,499.20	$ 107,128.32
Engineer	Annual (calculated)			$90,941.76	$ 94,581.76	$ 98,367.36	$ 101,308.48	$ 104,336.96	$ 107,481.92	$ 110,685.12	$ 113,451.52	$ 116,305.28	$ 119,217.28
Paramedic FTO	Annual (calculated)			$90,941.76	$ 94,581.76	$ 98,367.36	$ 101,308.48	$ 104,336.96	$ 107,481.92	$ 110,685.12	$ 113,451.52	$ 116,305.28	$ 119,217.28
Fire Captain	Annual (calculated)					$ 118,110.72	$ 121,663.36	$ 125,303.36	$ 129,059.84	$ 132,932.80	$ 136,922.24	$ 140,358.40	$ 143,852.80
EMS Captain	Annual (calculated)					$ 118,110.72	$ 121,663.36	$ 125,303.36	$ 129,059.84	$ 132,932.80	$ 136,922.24	$ 140,358.40	$ 143,852.80
Batt Chief	Annual (calculated)						$ 133,631.68	$ 137,621.12	$ 141,756.16	$ 146,007.68	$ 149,676.80	$ 153,404.16	$ 157,248.00
Fire & Life Safety Spec.	Annual (calculated				$ 101,691.20	$ 104,728.00	$ 107,868.80	$ 111,113.60	$ 114,441.60	$ 117,873.60	$ 120,827.20	$ 123,843.20	$ 126,942.40
Deputy Fire Marshal	Annual (calculated					$ 118,102.40	$ 121,659.20	$ 125,299.20	$ 129,064.00	$ 132,932.80	$ 136,926.40	$ 140,337.60	$ 143,852.80
Fire Marshal	Annual (calculated						$ 133,619.20	$ 137,633.60	$ 141,752.00	$ 146,016.00	$ 149,656.00	$ 153,400.00	$ 157,227.20

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - Health District Annual Funding Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution authorizing a funding agreement between the City of Georgetown and the Williamson County and Cities Health District for this agency to continue to provide services for the citizens of Georgetown for FY2027 -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The cities of Georgetown, Cedar Park, Round Rock, and Taylor, along with Williamson County have been members of the public health district since it was established in 1989. The cities of Liberty Hill and Hutto joined the District in October 2007 and Leander in October 2013. The public health district is authorized by Chapter 121 of the Texas Health and Safety Code. Chapter 121 requires that the organization of the public health district and the rights and responsibilities of member governments be stated in a Cooperative Agreement. The Cooperative Agreement for the Williamson County and Cities Health District was last amended, restated and approved by member governments effective October 15, 2024, to align the fiscal year of the District with that of the Cities and County. The Health District continues to work with other non-participating Cities in Williamson County to encourage their future membership in the Health District.

The Williamson County and Cities Health District provides public health services to the residents and businesses of Georgetown. These services include personal health care services (immunizations, prenatal care, preventive child health care, adult health risk assessment and screening, TB and other infectious disease services), communicable disease control services including surveillance and investigation of reportable diseases and conditions, WIC nutrition services for infants and children, environmental health services (inspection of food establishments and registration of food handlers, etc.), other counseling, preventive and educational health services, and the operation of a Mosquito Surveillance and Control Program. The annual funding agreement for Georgetown for FY2027 is for $251,231.45.

The funding that is allocated in the City's base budget for the Williamson County and Cities Health District is based on the Census Bureau's July 1, 2026 population estimate for Georgetown of 106,907 at $2.35 percapita.

Approval of this resolution authorizes the Mayor to execute the renewal funding agreement for the in-kind services provided by the Williamson County and Cities Health District on behalf of the City of Georgetown.

FINANCIAL IMPACT:
Funding for this agreement is included in the FY2027 Annual Budget in the General Fund, General Government Contracts.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
City Funding Letter FY27_Georgetown.pdf
WCCHD_Resolution_FY2027 Final.pdf

Williamson County and Cities Health District
355 Texas Avenue ○ Round Rock, TX 78664
512-943-3600 ○ www.wcchd.org

Dear Mayor Schroeder:

The cities of Cedar Park, Georgetown, Round Rock, and Taylor, together with Williamson County, have partnered in the Williamson County and Cities Health District (WCCHD) since its establishment in 1989. The cities of Liberty Hill and Hutto joined in October 2007, followed by Leander in October 2013. WCCHD operates under the authority of Chapter 121 of the Texas Health and Safety Code, with governance, responsibilities, and funding structure defined through the Cooperative Agreement among member governments. The current Cooperative Agreement was last amended and approved by all parties effective October 15, 2024.

WCCHD's funding is supported through a combination of member government contributions, Texas Department of State Health Services contracts, client fees, Medicaid reimbursements, and competitive grants. The proposed FY27 operating budget is $11,582,094. In accordance with the Cooperative Agreement, the Board of Health annually requests per capita contributions from member cities based on the most recent population estimates from the U.S. Census Bureau. This estimate is dated July 1, 2025, and can be found at: https://www.census.gov/quickfacts/table/PST045216/48491.

The per capita rate requested for FY2027 remains unchanged for the tenth consecutive year at $2.35 per resident. Based on the July 1, 2025, population estimate of 106,907 for the City of Georgetown, the total FY2027 contribution request is $251,231.45, supporting operations for the period of October 2026 through September 2027.

As Williamson County continues to experience sustained population growth, WCCHD remains committed to maximizing external funding sources while maintaining strong local partnerships. At the same time, increasing demand for core public health services underscores the importance of continued investment to ensure the District can effectively serve all residents now and in the years ahead.

We value the City of Georgetown's ongoing partnership and support in advancing community health. Please feel free to contact me if you, the Council, or your staff would like additional information or a briefing on current programs and priorities.

Sincerely,

Amber Erickson

Amber Erickson, DrPH, MPH
WCCHD Executive Director

Cc: David Morgan, Georgetown City Manager
Leigh Wallace, Board Member
Kathy Pierce, Board Chair
Cindy Botts, Executive Assistant

RESOLUTION NO. _____

A Resolution authorizing a Funding Agreement Between the City of Georgetown and The Williamson County and Cities Health District, and for this agency to continue to provide services for the citizens of Georgetown, and authorizing the Mayor to execute same and the City Secretary to attest.

WHEREAS, the City Council finds that public health services are not adequately addressed or reasonably addressable by the private sector or other public entities; and,

WHEREAS, the City Council finds that the provision of such services accomplishes a public purpose and is beneficial to the community to meet the City's health, safety and welfare obligations; and

WHEREAS, the City of Georgetown and Williamson County and Cities Health District desire to enter into a funding agreement in the amount of $251,231.45 to assist the Health District in providing public health services to the citizens of Georgetown. These services include personal health care services (immunizations, prenatal care, preventive child health care, adult health risk assessment and screening, TB and other infectious disease services), communicable disease control services including surveillance and investigation of reportable diseases and conditions, WIC nutrition services for infants and children, environmental health services (inspection of food establishments and registration of food handlers, septic system permitting and inspection, etc.), other counseling, preventive and educational health services, and the operation of a Level II Mosquito Surveillance and Control Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Mayor is hereby authorized to execute, and the City Secretary to attest thereto, a funding agreement with The Williamson County and Cities Health District, and on behalf of the City of Georgetown in substantially the same form as denoted in the attached exhibit.

SECTION 3. This resolution shall be effective immediately upon adoption.

RESOLVED this 8th day of September, 2025.

ATTEST:

Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

Josh Schroeder, Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - Atmos Energy Rate Adoption & Settlement

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the 2026 Rate Review Mechanism filing -- David Morgan, City Manager

ITEM SUMMARY:
The City of Georgetown is a gas utility customer of Atmos Energy Corporation, Mid-Tex Division and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex. As a member of the Atmos Cities Steering Committee (ACSC), Georgetown joined a coalition of cities in a legal review of the Atmos Mid-Tex 2026 Rate Review Mechanism filing to resolve any issues impacting cities. Per the recommendation of ACSC's legal counsel, staff recommend approval of the adjusted base rates for Atmos Mid-Tex that will go into effect October 1, 2026. The rate adjustments by Atmos reflect the negotiated settlement between Atmos and ACSC member cities.

FINANCIAL IMPACT:
The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%.

SUBMITTED BY:
Shannon Biddle, City Manager's Office

ATTACHMENTS:
Exhibit 1 - CY25 MTX RRM - Tariffs.pdf
Exhibit 2 - CY25 MTX RRM - Pension Benchmark.pdf
Atmos Mid-Tex 2026 RRM Model Staff Report.pdf
CY25 MTX RRM - Average Bill.pdf
Atmos Mid-Tex 2026 RRM Settlement Resolution.pdf

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 24.35 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 24.40 per month
Commodity Charge – All Ccf	$ 1.03839 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 115.50 per month
Rider CEE Surcharge	$ 0.00 per month[1]
Total Customer Charge	$ 115.50 per month
Commodity Charge – All Ccf	$ 0.27784 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.14)
Rate C – Commercial Sales	$ (0.49)
Rate I – Industrial Sales	$ (10.47)
Rate T – Transportation	$ (10.47)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Unprotected Excess Deferred Income Tax Amortization

The allocated RRM Cities balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") remaining after implementation of rates at October 1, 2026 shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for a one-month period. The refund amount by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (4.45)
Rate C – Commercial Sales	$ (14.80)
Rate I – Industrial Sales	$ (319.02)
Rate T – Transportation	$ (319.02)

Maximum Allowable Operating Pressure ("MAOP") Hydrostatic Testing Cost Recovery

The allocated RRM Cities balance of the MAOP Hydrostatic Testing Cost as of December 31, 2025 is to be recovered through a monthly rate. This monthly rate shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for approximately twelve (12) months or until all approved costs are recovered from the applicable customer classes. The monthly recovery rate by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ 0.30
Rate C – Commercial Sales	$ 0.98
Rate I – Industrial Sales	$ 21.17
Rate T – Transportation	$ 21.17

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.78	0.1448	91.89	0.8018
Austin	9.07	0.1318	213.26	0.9418
Dallas	12.87	0.1937	192.49	1.1269
Waco	9.39	0.1261	159.17	0.8068
Wichita Falls	10.61	0.1364	133.65	0.6965

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 200,382	$ (490,197)	$ 951,536	$ (3,288,240)	$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 75,047		$ 299,646			$ 374,693
11	Total Post-Employment Benefit Plan		$ (183,588)		$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 75,047	$ (183,588)	$ 299,646	$ (1,035,492)	$ 6,367	$ (838,020)

July 24, 2026

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $273.6 million. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $253.4 million instead of the claimed $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This is a reduction of over $30 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2026. ACSC members should take action approving the Resolution/Ordinance before October 1, 2026.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $260.5 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2026, ACSC residents will maintain an economic monthly advantage over GRIP and will be comparable to DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$66.18	-
DARR:	$66.07	$0.11
ATM Cities:	$67.02	($0.84)
Environs:	$66.07	$0.11

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $260.5 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $291.1 million in additional system-wide revenues, the RRM settlement at $260.5 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $260.5 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2026. New rates become effective October 1, 2026.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 40.7 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 23.65	$ 24.35	$ 23.65	$ 24.35	$ 0.70	
4	Consumption Charge (Ccf)	40.7	$ 0.74748	$ 1.03839	30.44	42.29	11.85	
5	Total Base Rates				$ 54.09	$ 66.64	$ 12.55	23.20%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	40.7	$ 0.26375	$ 0.26375	$ 10.74	$ 10.74	$ -	
9	Rider GCR Part B (Ccf)	40.7	$ 0.58642	$ 0.58642	23.88	23.88	-	
10	Total Gas Cost				$ 34.62	$ 34.62	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 88.71	$ 101.26	$ 12.55	
13	Rider FF & Rider TAX		0.06509	0.06509	5.77	6.59	0.82	14.15%
14								
15	**Total Residential Average Bill**				**$ 94.48**	**$ 107.85**	**$ 13.37**	**14.15%**
16								
17	**Rate C @ 372.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 94.00	$ 115.50	$ 94.00	$ 115.50	$ 21.50	
20	Consumption Charge (Ccf)	372.6	$ 0.22261	$ 0.27784	82.95	103.53	20.58	
21	Total Base Rates				$ 176.95	$ 219.03	$ 42.08	23.78%
22								
23	Gas Cost:							
24	Rider GCR Part A	372.6	$ 0.26375	$ 0.26375	$ 98.28	$ 98.28	$ -	
25	Rider GCR Part B	372.6	$ 0.40258	$ 0.40258	150.02	150.02	-	
26	Total Gas Cost				$ 248.30	$ 248.30	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 425.25	$ 467.33	$ 42.08	
29	Rider FF & Rider TAX		0.06509	0.06509	27.68	30.42	2.74	9.90%
30								
31	**Total Commercial Average Bill**				**$ 452.93**	**$ 497.75**	**$ 44.82**	**9.90%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1263 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
36	Block 1 - Consumption Charge (MMBtu)	1,263	$ 0.7678	$ 0.9582	969.87	1,210.38	240.51	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.5623	$ 0.7018	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
39	Total Base Rates	1,263			$ 2,818.62	$ 3,514.88	$ 696.26	24.70%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,263	$ 2.63750	$ 2.63750	$ 3,331.65	$ 3,331.65	$ -	
43	Rider GCR Part B (MMBtu)	1,263	$ 0.90813	$ 0.90813	1,147.13	1,147.13	-	
44	Total Gas Cost				$ 4,478.78	$ 4,478.78	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 7,297.41	$ 7,993.67	$ 696.26	
47	Rider FF and Rider TAX		0.06509	0.06509	475.01	520.33	45.32	9.54%
48								
49	**Total Industrial Average Bill**				**$ 7,772.42**	**$ 8,514.00**	**$ 741.58**	**9.54%**
50								
51	**Rate T at 4935 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.7678	$ 0.9582	1,151.70	1,437.30	285.60	
55	Block 2 - Consumption Charge (MMBtu)	3,435	$ 0.5623	$ 0.7018	1,931.41	2,410.57	479.16	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
57	Total Base Rates	4,935			$ 4,931.86	$ 6,152.37	$ 1,220.51	24.75%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,935	$ 0.90813	$ 0.90813	$ 4,481.46	$ 4,481.46	$ -	
61	Total Gas Cost				$ 4,481.46	$ 4,481.46	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 9,413.33	$ 10,633.84	$ 1,220.51	
64	Rider FF and Rider TAX		0.06509	0.06509	612.74	692.19	79.45	12.97%
65								
66	**Total Transportation Average Bill**				**$ 10,026.07**	**$ 11,326.02**	**$ 1,299.96**	**12.97%**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the settlement agreement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ; and

WHEREAS, the City of Georgetown, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2026, Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2026; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2026 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the City Council finds it to be in the best interest of the public to approve the settlement, as set out herein.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 4. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 5. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 6. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2026 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or

application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701**.**

Section 12. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect October 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the _____of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - First Amendment to the Development and Construction Agreement Heirloom PID

SUGGESTED ACTION:
Consideration and possible action to approve the "First Amendment to the Development and Construction Agreement", between the City of Georgetown, Texas and Heirloom East TX, LLC, HEIRLOOMTX, LLC, and Georgetown Independent School District, relating to approximately 618.98 acres of land -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
By Resolution No. 082625-6.M dated August 25, 2026, the City Council approved that certain "Development and Construction Agreement" between the City, Heirloom East TX LLC and HEIRLOOMTX, LLC (collectively, "Heirloom"), and Georgetown Independent School District relating to approximately 618.98 acres of land generally situated north of Ronald W. Reagan Jr. Blvd. and west of Williams Drive in Williamson Couty, Texas recorded as Document No. 2026023941 in the Public Records of Williamson County, Texas (the "Original Agreement"), which, among other things, granted variances or waivers to the City's 2018 PID Policy.

Subsequently, Heirloom requested additional variances or waivers to the City's 2018 PID Policy – to add allow additional items to be financed with PID Bond proceeds distributed to Heirloom pre-construction (rather than after construction) and at a lower value-to-lien ratio, and to waive the requirement to pre-pay PID assessments for multifamily development, which requests were presented to and generally supported by the City Council at a Workshop on July 28, 2026.

The First Amendment to Development and Construction Agreement attached to this Resolution as Attachment 1 (the "First Amendment") memorializes the City Council's consent to granting the additional variances or waivers from the City's 2018 PID Policy as set forth in the attached First Amendment.

The attached First Amendment also modifies the Original Agreement to set forth the price and terms and conditions for the City's purchase of land for a fire station site and additional right of way along Williams Drive, and corrects a scrivener's error stating the total acreage of land subject to the Original Agreement, as amended by the First Amendment, and within the boundaries of the Public Improvement District is 622.525 acres.

FINANCIAL IMPACT:

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
RES - Heirloom - First Amended DA.pdf
Development Agreement with Exhibits.pdf
Heirloom PID Development Agreement Amendment (9-8-2026 City Council Meeting).pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "FIRST AMENDMENT TO DEVELOPMENT AND CONSTRUCTION AGREEMENT" PERTAINING TO THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, by Resolution No. 082625-6.M dated August 25, 2026, the City Council approved that certain "Development and Construction Agreement" between the City, Heirloom East TX LLC and HEIRLOOMTX, LLC (collectively, "**Heirloom**"), and Georgetown Independent School District relating to approximately 618.98 acres of land generally situated north of Ronald W. Reagan Jr. Blvd. and west of Williams Drive in Williamson Couty, Texas recorded as Document No. 2026023941 in the Public Records of Williamson County, Texas (the "**Original Agreement**"), which, among other things, granted variances or waivers to the City's 2018 PID Policy.

WHEREAS, subsequently, Heirloom requested additional variances or waivers to the City's 2018 PID Policy – to add allow additional items to be financed with PID Bond proceeds distributed to Heirloom pre-construction (rather than after construction) and at a lower value-to-lien ratio, and to waive the requirement to pre-pay PID assessments for multifamily development, which requests were presented to and generally supported by the City Council at a Workshop on July 28, 2026.

WHEREAS, the First Amendment to Development and Construction Agreement attached to this Resolution as ***Attachment 1*** (the "**First Amendment**") memorializes the City Council's consent to granting the additional variances or waivers from the City's 2018 PID Policy as set forth in the attached First Amendment.

WHEREAS, the attached First Amendment also modifies the Original Agreement to set forth the price and terms and conditions for the City's purchase of land for a fire station site and additional right of way along Williams Drive, and corrects a scrivener's error stating the total acreage of land subject to the Original Agreement, as amended by the First Amendment, and within the boundaries of the Public Improvement District is 622.525 acres

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

1. The meeting at which this Resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. The City Council hereby finds that the foregoing recitals are true and correct, and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full. The City Council hereby finds that this Resolution compliance with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

3. The First Amendment to Development and Construction Agreement in substantially the form attached as ***Attachment 1*** to this Resolution is approved by the City Council and incorporated into this Resolution for all purposes.

4. If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

5. The Mayor is authorized to sign this Resolution and First Amendment to Development and Construction Agreement attached as ***Attachment 1*** to this Resolution, and the City Secretary is authorized to attest.

6. This Resolution and the First Amendment to Development and Construction Agreement attached as ***Attachment 1*** to this Resolution will become effective in accordance with the terms and conditions stated in the First Amendment to Development and Construction Agreement and the City Charter.

Attachment List:

Attachment 1 – First Amendment to Development and Construction Agreement (including exhibits)

PASSED AND APPROVED ON FIRST READING on the_____ day of _____, 2026.

PASSED AND APPROVED ON SECOND READING on the on the_____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name:_____Josh Schroeder_____
Title:_____Mayor_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

FIRST AMENDMENT TO
DEVELOPMENT AND CONSTRUCTION AGREEMENT

(Heirloom)

This First Amendment to Development and Construction Agreement ("**First Amendment**") is by and between the CITY OF GEORGETOWN, a Texas home rule municipality (the "**City**"), GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("**GISD**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**"), HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**") and consented to by Heirloom1 Communities TX, LLC, a Delaware limited liability company ("**Heirloom Communities**"). Heirloom East and Heirloom Tx may be referred to collectively as "**Heirloom Owner**." GISD, Heirloom Communities, and Heirloom Owner may be referred to herein individually as an "**Owner**" or collectively as the "**Owners**"). The City, GISD, Heirloom Communities and Heirloom Owner are sometimes referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, on August 26, 2025, the City Council of the City took the following actions: (*1*) passed and approved Resolution No. 082625-6.M approving that certain "Construction and Development Agreement Heirloom" (the "**Original Agreement**") by and among the City, GISD, Heirloom East, and Heirloom Tx pertaining to the development of that certain land described and defined in the Original Agreement (the "**Property**"), recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941; (2) passed and approved Ordinance No. 2025-45 annexing the Property into the City limits and zoning the Property as a Planned Unit Development; and (*3*) passed and approved Resolution No. 082625-6.P, authorizing and approving creation of a Public Improvement District on the Property, recorded as Document No. 2025071911 in the Official Public Records of Williamson County, Texas.

WHEREAS, subsequent to the date of the Original Agreement, Heirloom Tx conveyed a portion of the Property to Heirloom Communities.

WHEREAS, the Original Agreement misstated the total acreage of the Property and needs to be updated to reflect that the total acreage of the Property is approximately 622 acres.

WHEREAS, Section 10.04.03 of the Original Agreement allowed the Heirloom Owner to choose to Complete the Primary Collector first and all at once, rather than in

three segments over time, and if the former, approved certain variances from the City's PID Policy to aid the Heirloom Owner in financing the upfront Completion of the Primary Collector.

WHEREAS, Heirloom Owner has requested that the variances to the City's PID Policy granted in Section 10.04.03 of the Original Agreement pertaining to upfront construction of the Primary Collector also apply to certain other public improvements that are to be Completed by Heirloom Owner simultaneously with Completion of the Primary Collector (collectively, the "**Primary Collector-Related Public Improvements**", defined herein).

WHEREAS, Heirloom Owner has also requested a waiver from the City's PID Policy Article III, Section 11, which states that, "If multi-family rental units are included within the proposed assessments, all of the multi-family assessments must be prepaid by either the developer or builder, and such assessments and prepayment amounts thereof shall be excluded any reimbursements to the developer, including from PID Bonds."

WHEREAS, the Appraisal Report has been completed, enabling the Parties to establish the fair market values of the Fire Station Site under Section 5.06.02 of the Original Agreement and the Williams Drive ROW under Section 6.08 of the Original Agreement.

WHEREAS, the City has approved a general depiction of a roundabout as alternative (non-signalized) traffic control improvement and desires to amend the definition of "Intersection Improvements" in the Original Agreement to reference the depiction.

WHEREAS, for the reasons described above, the Parties desire to enter into this First Amendment to amend the sections of the Original Agreement as set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.01. **Amendment to Section 2.01.28.** Section 2.01.28 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.28 *"GISD Property"* means that certain approximately 145 acres of land located in Williamson County, Texas which is more particularly described by metes and bounds on ***Exhibit "A-3"*** attached hereto."

1.02. **Amendment to Section 2.01.33.** Section 2.01.33 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.28 "*Heirloom Property*" means that certain approximately 473 acres of land located in Williamson County, Texas which is more particularly described by metes and bounds on ***Exhibit A-1 and Exhibit A-2*** attached hereto.

1.03. **Amendment to Section 2.01.34** Section 2.01.37 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.34 "*HOA Maintained Improvements/Areas*" means, collectively, the Private Drainage Facilities, the Parkland, the Parkland Improvements, and the Park Trails, and Landscaping Improvements in roadway medians, common areas, and other similar areas within the Property that are not owned by an End Buyer of a residential or commercial Lot.

1.04. **Amendment to Section 2.01.37.** Section 2.01.37 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.37 "*Intersection Improvements*" means, collectively, those improvements required by the City, County, or TxDOT for the Intersections, which includes, without limitation, mast arms and traffic signals (including associated electrical and other equipment and appurtenances) or alternative (non-signalized) traffic control improvements if such are approved by the City (including roundabouts having the features depicted in ***Exhibit G*** attached to the First Amendment including having tinted and stamped concrete to identify the traffic circle and lanes, and a raised interior structure to prevent vehicular cut-throughs and assist drivers in yielding to traffic in the circle), land for dedicated turn lanes, land for dedicated bike lanes, lane and crosswalk striping or marking, ADA-compliant sidewalk ramps and pedestrian crossing signals, plus all other features, improvements, appurtenances, equipment, or facilities required by the Applicable Laws pertaining to traffic and pedestrian management and control at the Intersections.

1.05. **Amendment to Section 2.01.44.** Section 2.01.44 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

2.01.44 "*Maintenance Agreement*" means one (1) or more agreements substantially in the form attached as ***Exhibit E*** to the First Amendment and related to maintenance in perpetuity of the HOA Maintained Improvements/Areas between the City, Heirloom Owner, and an HOA. The Maintenance Agreement shall also grant a license to the Heirloom Owner and/or the HOA, as applicable, to allow said party to enter onto City-owned areas (e.g., Parkland) to perform the maintenance obligations.

1.06. **Deletion of Sections 2.01.62, 2.01.63, and 2.01.64.** Sections 2.01.62, 2.01.63, and 2.01.64 of the Original Agreement, pertaining to segments of the Primary Collector, are hereby deleted in their entirety.

1.07. **Amendment to Add New Definitions to the Original Agreement:** The Original Agreement is hereby amended to include the following new defined terms:

2.01.84 "*Appraisal Report*" means that certain appraisal report dated May 11, 2026 prepared by Barletta & Associates, Inc. pertaining to the Property, which is on file with the City and which concludes that the current fair market value of the Property to be $132,420.00 per acre.

2.01.85 "*First Amendment Effective Date*" means the latest date accompanying the signatures of the duly authorized representatives of the Parties appearing on the First Amendment.

2.01.86 "*First PID Bond Issuance*" means the first in the series of PID Bonds, which must include, and must only include, bonds in an amount not to exceed the First PID Bond Issuance Amount, the proceeds of which are restricted to use for the Completion by Heirloom Owner of the Primary Collector and the Primary Collector-Related Improvements.

2.01.87 "*First PID Bond Issuance Amount*" means an amount not to exceed $20,895,000 which is the amount certified by the Engineer to be required for the Completion of the Primary Collector and the Primary Collector-Related Public Improvements per the PID Engineering Report, inclusive of bond issuance costs and deposit to the PID administrative fund as set forth in the Preliminary Service and Assessment Plan.

2.01.88 "*Landscaping Improvements*" means and includes all trees, shrubs, hedges, flowerbeds, turn, groundcover, irrigation systems, lighting, grading, hardscaping, and other natural or artificial landscape betterments.

2.01.89 "*PID Engineering Report*" means that certain report dated August 17, 2026 prepared and sealed by _____ of Gray Civil Inc., which is on file with the City.

2.01.90 "*Primary Collector-Related Public Improvements*" means the following public improvements, as each are more fully described in the PID Engineering Report: Street Improvements, Signalized Intersection Improvements, Wastewater Improvements, Water Improvements, Drainage Improvements, Erosion Control Improvements, Clearing and Grading Improvements, Soft Costs, and District Formation Costs.

1.08. **Amendment to Section 5.06.02 Fire Station**. Section 5.06.02 pertaining to Fire Station of the Original Agreement is hereby repealed and replaced with the following:

5.06.02 **Fire Station Site Conveyance**. Within twenty-one (21) days after the First Amendment Effective Date, Heirloom East agrees to provide to the City (i) a survey prepared by a registered professional land surveyor licensed to practice in the State of Texas for an approximately 3.0 acre portion of the Property situated in the southeast corner of the planned intersection of the Primary Collector and CR 248 (the "**Fire Station Site**") where generally depicted on the attached ***Exhibit H*** (to include a metes and bounds description and surveyor's sketch); (ii) a current title report and a preliminary title commitment for the Fire Station Site (prepared by a title company chosen by the City) showing only the standard pre-printed exceptions to title on the forms issued by the Texas Department of Insurance, with all liens and other monetary encumbrances removed or subordinated to the City and any non-monetary encumbrances approved in advance by the City Attorney; and (iii) a draft deed in a form approved by the City Attorney as evidenced by its signature thereon. Items (i) – (iii) shall collectively be referred to as the "**Fire Station Conveyance Documents**". The Parties agree that, the fair market value of the Fire Station Site will be the value per-acre set forth in the Appraisal Report. Closing of the conveyance of the Fire Station Site from Heirloom East to the City shall occur within 75 days after the date the Fire Station Conveyance Documents are provided to the City. If the Closing does not occur within said 75 day period, the value per-acre set forth in the Appraisal Report shall be void

and the City shall purchase the Fire Station Site for an amount not to exceed the then current fair market value as determined by a new appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the City and Heirloom East.

1.09. **Amendment to Section 5.06.02 Hydrants.** Section 5.06.02 of the Original Agreement pertaining to Hydrants is hereby renumbered as Section 5.06.03.

1.10. **Amendment to Section 6.05.** Section 6.05 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

6.05 Primary Collector. Heirloom Owner shall design and Complete, or cause to be designed and Completed, in accordance with the Applicable Laws and at no cost to the City, the Primary Collector as a roadway meeting the City's standards for a "major collector" roadway, as the term "major collector" is defined and described in the UDC. In addition, the following provisions shall apply:

6.05.01 If not conveyed at the time of construction plan approval, the first final plat application for the Property shall include (*a*) dedication to the City by the applicable Owner of the full right-of-way width (94 feet wide) for the Primary Collector, (*b*) dedication to the City by the applicable Owner of all land needed for the Primary Collector/Ronald Reagan Blvd. Intersection and the Primary Collector/Williams Drive Intersection, and (*c*) all easements, in Approved Form, for the Primary Collector-Related Public Improvements.

6.05.02 Construction plans for the Primary Collector must be submitted prior to an application for the first final plat of all or any portion of the Property, and must show Completion of the full cross section for a "major collector" roadway for the entire length of the Primary Collector (from its intersection with Ronald Reagan Blvd. to its intersection with Williams Drive) .

6.05.03 Applications for approval of the construction plans for the Primary Collector-Related Public Improvements must be submitted simultaneously with the construction plans for the Primary Collector.

1.11. **Amendment to Section 6.08.** Section 6.08 of the Original Agreement is hereby repealed and replaced with the following:

6.08 **Williams Drive ROW Conveyance**. Within twenty-one (21) days after the First Amendment Effective Date, Heirloom East and GISD (each a "**Conveying Party**") each agree to provide to the City (i) a survey prepared by a registered professional land surveyor licensed to practice in the State of Texas for a strip of land thirty-five feet wide alongside and bordering the west side of Williams Drive (the "**Williams Drive ROW**") for the length of their respective portions of the relevant Heirloom Property and the GISD Property (to include a metes and bounds description and surveyor's sketch); (ii) a current title report and a preliminary title commitment (prepared by a title company chosen by the City) showing only the standard pre-printed exceptions to title on the forms issued by the Texas Department of Insurance, with all liens and other monetary encumbrances removed or subordinated to the City and any non-monetary encumbrances approved in advance by the City Attorney; and (iii) a draft deed in a form approved by the City Attorney as evidenced by its signature thereon. Items (i) – (iii) shall collectively be referred to as the "**Williams Drive ROW Conveyance Documents**". The Parties agree that the fair market value of the Williams Drive ROW will be the value per-acre set forth in the Appraisal Report. Closing of the conveyances of the Williams Drive from the relevant Conveying Party to the City shall occur within 75 days after the date the Williams Drive ROW Conveyance Documents are provided to the City. Per the terms of this Agreement and the City's Interlocal Agreement with GISD, GISD's portion of the ROW shall be dedicated at no cost to the City as the future improvements to this portion of Williams Drive will directly benefit the GISD property. If the Closing does not occur within said 75 day period, the value per-acre set forth in the Appraisal Report shall be void and the City shall purchase the Willaims Drive ROW for an amount not to exceed the then current fair market value as determined by a new appraisal performed by an independent, mutually acceptable, third-party certified professional appraiser, and the cost of the appraisal shall be shared equally by the City and Heirloom East.

1.12. **Amendment to Section 6.10.02 and Section 6.10.03.** The following subsections of Section 6.10 of the Original Agreement are hereby repealed in their entirety and replaced with the following:

6.10.02 Primary Collector/CR 248 Intersection. Heirloom Owner shall Complete all Intersection Improvements related to the Primary Collector/CR 248 Intersection as specified and required by the City not later than the date of Completion of the Primary Collector and as a condition of the City's acceptance of the Primary Collector for ownership and maintenance. The City agrees that a roundabout constructed consistently with the depiction on ***Exhibit G*** attached to the First Amendment will suffice as traffic control for this intersection and Heirloom Owner agrees to include such roundabout in the construction plans for the Primary Collector. If the roundabout is Completed as required by this Agreement, the City agrees that the Warrant Study and Traffic Signalization requirements in **Section 6.11** will not apply to this intersection.

6.10.03 Primary Collector/Williams Drive Intersection. Heirloom Owner shall Complete all Intersection Improvements specified and required by the City, the County, or TxDOT to control traffic traveling to or from the Primary Collector via Williams Drive not later than the date of Completion of the Primary Collector and as a condition of the City's acceptance of the Primary Collector for ownership and maintenance. If the intersection is to be owned and controlled by the City, the City shall provide Heirloom Owner with the specifications and requirements for Intersection Improvements during construction plan review for the Primary Collector. If the intersection is to be owned and controlled by the County or TxDOT, Heirloom Owner shall provide the City with written documentation describing the Intersection Improvements prepared and signed by a duly authorized representative of the County or TxDOT, as applicable, with the construction plans for the Primary Collector.

1.13. **Amendment to Section 10.04.03.** Section 10.04.03 of the Original Agreement is hereby repealed in its entirety and replaced with the following:

Sec. 10.04.03. Variances from the City's PID Policy.

(a) In consideration for Heirloom Owner's agreement to construct the entire length of the Primary Collector (from its intersection with Ronald Reagan Blvd. to its intersection with Williams Drive) as a condition of the City's approval of the first final plat for any portion of the Property, the City Council hereby approves variances from 2018 PID Policy Article V, Section 1 and Section 10 for the First PID Bond Issuance to allow (x) the minimum appraised value to lien ratio at the date of said first PID bond issuance to be 2:1 (rather than 4:1 per 2018 PID Policy Article V, Section 1) and (y)

disbursement of proceeds of the First PID Bond Issuance for the Completion of the Primary Collector and the Primary Collector-Related Public Improvements prior to Completion of the Primary Collector and the Primary Collector-Related Public Improvements (rather than after Completion per 2018 PID Policy Article V, Section 10). Notwithstanding the generality of the foregoing sentences, Heirloom Owner understands and agrees that the City Council will condition its consent on inclusion in the PID Documents of special conditions including, for example, the following: (a) Heirloom Owner's evidence of financial security to fund the Completion of the Primary Collector and the Primary Collector-Related Public Improvements (prior to any use of PID assessments or PID bond proceeds) in the amount of the difference between the City-approved Engineer's cost estimate for Completion of the entire length of the Primary Collector and all of the Primary-Collector Related Public Improvements, and the amount of proceeds generated by the First PID Bond Issuance, which form of fiscal security shall be in cash or such other form of security acceptable to the City pursuant to the PID Documents; (b) terms and conditions regarding Completion of the Primary Collector and the Primary Collector-Related Public Improvements and disbursement of PID bond proceeds acceptable to the City; and (c) other conditions deemed advisable or necessary by the City in its sole discretion. Any waivers or variances from 2018 PID Policy Article V, Section 1 and Section 10 for the first PID bond issuance to accommodate construction of the Primary Collector and the Primary Collector-Related Public Improvements, shall not constitute City Council consent to granting any variances or waivers from the 2018 PID Policy Article V, Section 1 and Section 10 for any subsequent PID bond issuances or for any other reasons.

(b) If multi-family rental units are included within proposed Assessments, the Assessments shall not be required to be prepaid (rather than required to be prepaid by either the Developer or the builder per the City's PID Policy Article III, Section 11). In lieu of prepayment, the following restrictions, limitations, and conditions related to Assessments on multi-family rental units shall apply: PID Bonds secured by Assessments on multi-family rental units shall not be issued unless and until (i) the Developer has Completed construction of the Authorized Improvements (as that term is defined in the PID Act) that pertain to the applicable Improvement Area in accordance with all terms and conditions of the Development Agreement; (ii) the Developer has secured, or caused to be secured, all building permits needed for construction of multi-family residential units in the applicable

Improvement Area; and (iii) Developer is not in default under the PID Financing Agreement.

1.14. **Updated Exhibits and Amendment to Section 13.01.** Exhibit E is repealed and replaced with the corrected exhibit attached to this First Amendment; new, Exhibit G and Exhibit H attached to this First Amendment are added, and the Exhibit List in Section 13.01 is hereby amended to provide as follows:

Designation	Description	Location
Exhibit A-1	Heirloom Tx Property Description	First Amendment
Exhibit A-2	Heirloom East Property Description	First Amendment
Exhibit A-3	GISD Property Description	First Amendment
Exhibit B-1	Additional Land Development Standards	Original Agreement
Exhibit B-2	Additional Land Development Checklist	Original Agreement
Exhibit C	Conceptual Transportation Plan	Original Agreement
Exhibit D	Conceptual Water and Wastewater Plan	Original Agreement
Exhibit E	Form of Maintenance Agreement	First Amendment
Exhibit F	Form of Fiscal Security	Original Agreement
Exhibit G	Roundabout -- Pictorial Depiction	First Amendment
Exhibit H	Fire Station Site – General Location Map	First Amendment

1.15. **Effect of Recitals.** The Parties agree that the Recitals in this First Amendment are true and correct.

1.16. **Defined Terms.** Unless amended by this First Amendment, capitalized terms used in this First Amendment that are not otherwise defined in this First Amendment shall have the meanings set forth in the Original Agreement.

1.17. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

1.18. **Effective Date:** This First Amendment will become effective on the latest date accompanying the signature lines of duly authorized representatives of the Parties appearing below.

1.19. **Recording.** This First Amendment will be recorded in the Official Records of Williamson County, Texas by Heirloom Owner at Heirloom Owner's expense.

[*The remainder of this page is intentionally left blank. Signature pages and acknowledgements follow on separate pages.*]

CITY: **CITY OF GEORGETOWN, TEXAS**

By: _____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public Signature

OWNER: **HEIRLOOMTX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

OWNER: **HEIRLOOM EAST TX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

HEREBY CONSENTED TO BY:

OWNER: **HEIRLOOM1 COMMUNITIES TX, LLC**, a Delaware limited liability company

By: **CH II HEIRLOOM 1 COMMUNITIES TX, LLC**, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Governing Person
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel A. Traylor, Governing Person for CH II Heirloom 1 Communities TX, LLC, a Delaware limited liability company, Manager of HEIRLOOM1 COMMUNITIES TX, LLC, a Delaware limited liability company, on behalf of HEIRLOOM1 COMMUNITIES TX, LLC.

(seal)

_____

Notary Public Signature

OWNER: **GEORGETOWN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas**

By: _____
Name: Devin Padavil
Title: Superintendent
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dr. Devin Padavil, Superintendent of Georgetown Independent School District, a political subdivision of the State of Texas, on behalf of said entity.

(seal)

_____
Notary Public Signature

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;

2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;

3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;

4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;

5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;

2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;

3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;

4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2” rebar with “Steger Bizzell” cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2” rebar with “Steger Bizzell” cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2” rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20’ right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2” rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;

2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;

3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;

4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20’ E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54’ 15” E, 295.09 feet to a 40d nail found; S 14° 07’ 45” E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39’ 15” E, 80.97 feet to a 40d nail found; S 20° 00’ 45” E, 64.09 feet to a 40d nail found; S 21° 35’ 45” E, 106.19 feet to a 40d nail found at a 32” Live Oak; S 20° 29’ E, 280.39 feet to a 40d nail found and S 20° 59’ 45” E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36’ 15” E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.633 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.633 ACRES (APPROXIMATELY 71,135 SQ. FT.), IN THE CHARLES H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 1.63 ACRE TRACT CONVEYED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT IN A SPECIAL WARRANTY DEED DATED MARCH 9, 2023 AND RECORDED IN DOCUMENT NO. 2023018425 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.633 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar with “Steger Bizzell” cap found in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, being the northeast corner of the said 1.63 acre tract, being also in the east line of a 34.124 acre tract described in Document No. 2016000533 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with “Steger Bizzell” cap found for an angle point in the west right-of-way line of Ranch Road 2338, for the northeast corner of the said 34.124 acre tract bears North 20°59'36" West, a distance of 735.82 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338 and the east line of the said 1.63 acre tract, a distance of 144.06 feet to a calculated point for the southeast corner of the said 1.63 acre tract being the northeast corner of a 23.7011 acre tract described in Document No. 2025102042 of the Official Public Records of Williamson County, Texas, from which,

- a 1/2" rebar found bears South 38°00'01" West, a distance of 0.36 feet, and
- a 1/2” rebar with “PBS&J” cap found for an angle point in the west right-of-way line of Ranch Road 2338 and the east line of the said 23.7011 acre tract bears South 20°59'36" East, a distance of 158.27 feet;

THENCE with the south line of the said 1.63 acre tract and the north line of the said 23.7011 acre tract, the following courses and distances:

1. North 66°02'36" West, a distance of 35.50 feet to a 1/2” rebar with “Steger Bizzell” cap found;

2. South 69°58'28" West, a distance of 724.95 feet 1/2” rebar with “Steger Bizzell” cap found for the southwest corner of the said 1.63 acre tract, being the northwest corner of the said 23.7011 acre tract, being also in the east line of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with illegible cap found for an angle point in the east line of said Lot 1 and the west line of the said 23.7011 acre tract bears South 20°59'26" East, a distance of 149.73 feet;

THENCE North 20°59'26" West, with the west line of the said 1.63 acre tract and the east line of said Lot 1, a distance of 94.01 feet to a 1/2” rebar with illegible cap found for the northwest corner of the said 1.63 acre tract, from which a 1/2" rebar with illegible cap found for an angle point in the east line of said Lot 1 and the west line of the said 34.124 acre tract bears North 20°59'26" West, a distance of 571.26 feet;

THENCE crossing the 34.124 acre tract with the north line of the said 1.63 acre tract, the following courses and distances:

1. North 69°58'28" East, a distance of 725.02 feet to a 1/2” rebar with “Steger Bizzell” cap found;

2. North 24°06'28" East, a distance of 35.37 feet to the **POINT OF BEGINNING**, containing 1.633 acres, more or less.

Surveyed on the ground on March 2, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

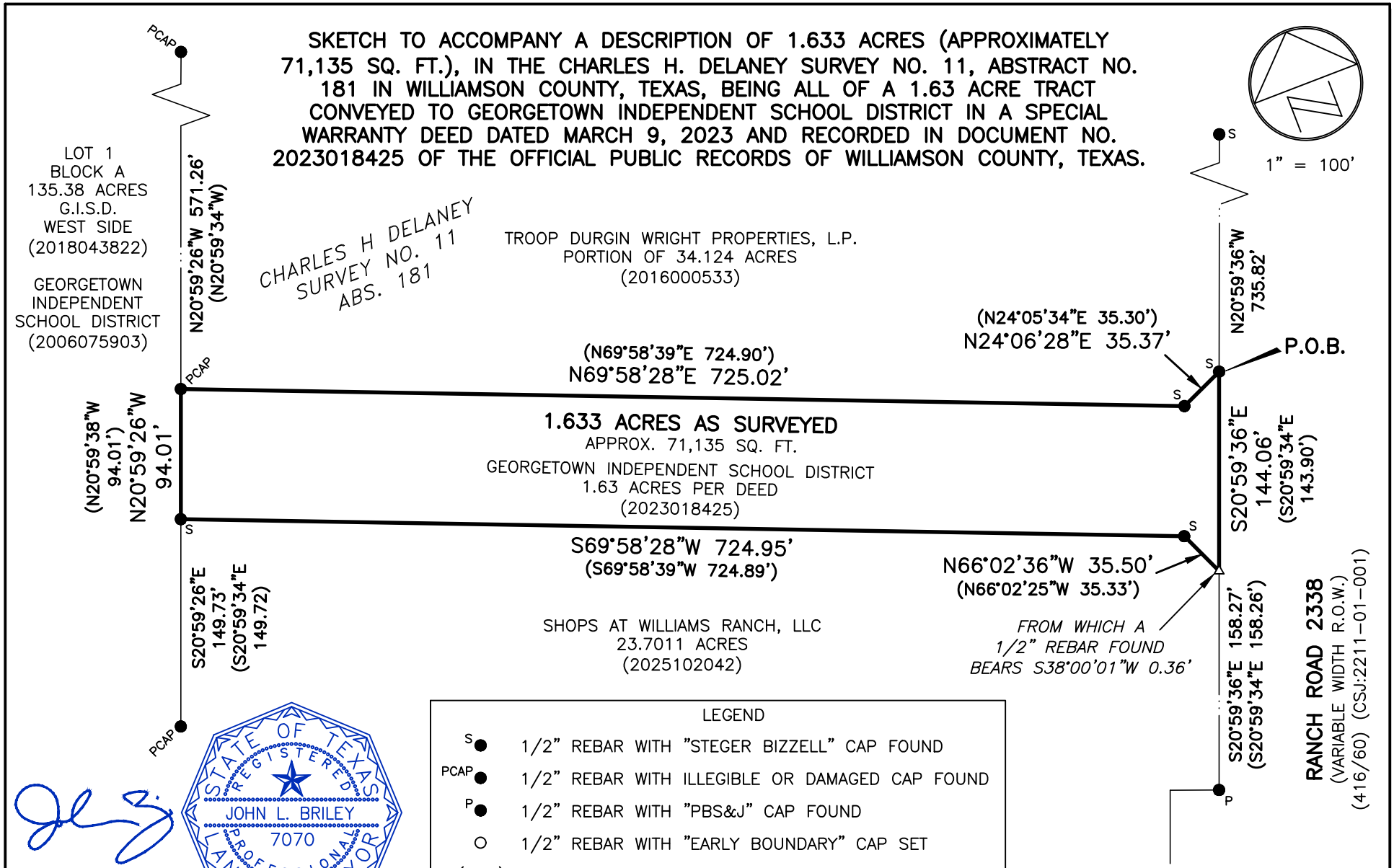
Attachments: Survey Drawing No. 1093-002-EAST ROW2

08/07/2026

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.633 ACRES (APPROXIMATELY 71,135 SQ. FT.), IN THE CHARLES H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 1.63 ACRE TRACT CONVEYED TO GEORGETOWN INDEPENDENT SCHOOL DISTRICT IN A SPECIAL WARRANTY DEED DATED MARCH 9, 2023 AND RECORDED IN DOCUMENT NO. 2023018425 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND	
S●	1/2" REBAR WITH "STEGER BIZZELL" CAP FOUND
PCAP●	1/2" REBAR WITH ILLEGIBLE OR DAMAGED CAP FOUND
P●	1/2" REBAR WITH "PBS&J" CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

8/7/2026

DATE OF SURVEY: 02/26/26
PLOT DATE: 8/7/26
DRAWING NO.: 1093-002-EAST ROW2
DRAWN BY: JLB
SHEET 1 OF 1

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1093-002-EAST ROW2

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/2017

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534-GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

MAINTENANCE AGREEMENT
HEIRLOOM HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "**Agreement**") is made to be effective as of the Effective Date (defined below) and is by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "**City**"), Heirloom East Tx, LLC, a Delaware limited liability company ("**Heirloom East**"), HEIRLOOMTX, LLC, a Delaware limited liability company ("**Heirloom Tx**") (collectively the "**Heirloom Owner**s"), HEIRLOOM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**"), (individually, a "**Party**" and collectively, the "**Parties**"), and is as follows:

RECITALS

WHEREAS, the Heirloom Subdivision is a subdivision development and public improvement district within the City's corporate limits known as the Heirloom Public Improvement District (the "**District**") authorized by Resolution No. 082625-6.P passed and approved by the Georgetown City Council on August 26, 2025 (the "**PID Creation Resolution**") containing approximately 618.98 contiguous acres and having (at full build out) a mix of residential, commercial, and school (civic) uses; and

WHEREAS, the City, Heirloom Owners, and the Georgetown Independent School District are parties to that certain Development and Construction Agreement dated to be effective on August 27, 2025 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941 and to the First Amendment to the Development and Construction Agreement dated to be effective on _____, 2026 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____ (collectively, the "**Development Agreement**").

WHEREAS, the Development Agreement requires, among other things, creation of the Association and perpetual maintenance by the Association of the "**HOA Maintained Improvements/Areas**" (as that term is defined in the Development Agreement), which includes the Private Drainage Facilities, the

Parkland, the Parkland Improvements, and the Park Trails, and Landscaping Improvements in roadway medians, common areas, and other areas within the Property that are not owned by an End Buyer of a residential or commercial Lot (with each capitalized term as defined in the Development Agreement); and

WHEREAS, the Association is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest (each, an "Owner") in any residential, final-platted subdivision lot shown on a recorded subdivision plat located in the District (each, a "Lot"), which membership in the Association is not severable from the ownership of the Lot, and created to, among other things, maintain all HOA Maintained Improvements/Areas within the District and otherwise administer the affairs of the Association in accordance with the terms of the Development Agreement and the Declaration of Covenants, Conditions and Restrictions for the Heirloom Subdivision (or similarly titled document governing the development, improvement, and sale of land in the District) dated to be effective _____, _____, and recorded as Document No. _____ of the Official Public Records of Williamson County, Texas; and

WHEREAS, the Association has the authority to levy HOA Assessments against the Lots within the District to provide a permanent source of funding for the Association to pay for performing its responsibilities under the Development Agreement and this Agreement; and

WHEREAS, pursuant to the Development Agreement all HOA Maintained Improvements/Areas *except* the Private Drainage Facilities have been or will be conveyed to the City, in trust for the public, and are required to be maintained by the Association; however, for clarity, it is restated that the Private Drainage Facilities are not and will not be conveyed to the City for ownership or maintenance or for any other purpose but will be owned and maintained by the Association; and

WHEREAS, the Association acknowledges and agrees that the City has the exclusive jurisdiction and control of the Parkland, the Parkland Improvements, and the Parkland Trails; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public and the residents in the District and members of the Association, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.01. **RECITALS AND AGREEMENT ADOPTED.** The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Development Agreement is incorporated into this Agreement as if it was set out in full.

1.02. **DEFINITIONS**. In addition to the terms defined in the Recitals to this Agreement, the following words, shall, when capitalized, have the following meanings when used in this Agreement:

(a) "*HOA Assessments*" means the assessments the Association impose for the purposes of, among other things, funding its obligations under this Agreement.

(b) "*HOA Maintained Improvements/Areas*" has the meaning given in the Development Agreement.

(c) "*Landscaping Improvements*" has the meaning given in the Development Agreement.

(d) "*Parkland*" has the meaning given in the Development Agreement.

(e) "*Parkland Improvements*" has the meaning given in the Development Agreement.

(f) "*Parkland Trails*" has the meaning given in the Development Agreement.

(g) "*Private Drainage Facilities*" has the meaning given in the Development Agreement.

1.03. **GRANT OF LICENSE.** The City hereby grants the Association, and its duly authorized agents, a license to enter the Parkland for the purpose of performing, or causing to be performed, the maintenance responsibilities of the Association described in this Agreement.

1.01. **MAINTENANCE REQUIREMENTS.**

(a) The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance work for the HOA Maintained Improvements/Areas, including, but not limited to, regular irrigation, mowing, edging, trimming of shrubs and other plantings, mulching, weed and ant control, irrigation system and trail maintenance and repair, and equipment maintenance and repair. The Association shall be solely responsible for such maintenance and repair, and the City shall have no obligations for same.

(b) The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance and repair work related to the Private Drainage Facilities and Landscape Improvements including, but not limited to, regular mowing, clearing, and weed control, mulching, and keeping the areas free of all trash and debris and proper functioning as drainage facilities and/or landscape improvements (as appropriate).

(c) If damages to public infrastructure occur as a result of poor or inadequate maintenance of the Parkland, Parkland Trails, or Parkland Improvements, the Association shall pay the City for full reimbursement of all reasonable costs the City incurs repairing damages to the public infrastructure.

(d) Beginning after the Effective Date, between the dates December 1st and February 28th of the following year, and any time there is a possibility of freezing temperatures, the Association shall turn off the irrigation systems' timers and shall only operate the irrigation systems manually in order to prevent the icing of improved areas and equipment.

1.04. **NO LIENS.** The Association shall not cause, suffer, or allow any liens to be placed on the Parkland.

1.05. **HOA ASSESSMENTS/HEIRLOOM OWNER RESPONSIBILITIES**

(a) The Association shall levy HOA Assessments in such amounts necessary to perform its responsibilities under this Agreement.

(b) The Association shall levy HOA Assessments in amounts, as reasonably determined by the City, necessary to replace the Parkland Improvements at the end of their useful life.

(c) Until the later of (i) the date on which the assessments to be collected from Owners produce sufficient funds to perform the obligations of the Association under this Agreement, and (ii) the date on which Heirloom Owners Complete or cause Completion of construction of the HOA Maintained Improvements/Areas serving or located within the Property, Heirloom Owners will be jointly and severally responsible for performing the Association's obligations under this Agreement. For purposes hereof, the Association will be deemed to have sufficient funds to perform its obligations if the Association has operated for two (2) consecutive years after Completion of all HOA Maintained Improvements/Areas without requiring any subsidies from Heirloom Owners.

1.06. **CITY RIGHTS AND RESPONSIBILITIES FOR PARKLAND, PARKLAND TRAILS, AND PARKLAND IMPROVEMENTS**

(a) This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, on, over, or under the Parkland.

(b) The City shall be responsible for installing and maintaining one or more master meters to provide water and electric service to the Parkland, and for paying for water and electric service to the Parkland.

(c) Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Parkland, Parkland Improvements, or the Parkland Trail pursuant to official action by the City or its successors. The City shall endeavor to provide the Association with notice of proposed alternations or improvements but shall be under no obligation to do so prior to commencement of work.

1.07. **INSURANCE.**

(a) Prior to the commencement of any work in the Parkland under this Agreement, the Association shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Association in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. The City shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the City's City Manager. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.

(b) Notwithstanding the provisions of subsection (c) below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the Association whereupon the City may incur increased risk.

(c) The Association's financial integrity is of interest to the City; therefore, subject to the Association's right to maintain reasonable deductibles in such amounts as are approved by the City, the Association shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Association's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less

than A- (VII), in the following types and for an amount not less than he amount listed:

TYPE	AMOUNTS
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the Association.

(d) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of

the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The Association shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the requested change. The Association shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

(e) The Association agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

(f) Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; and

(g) Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy; and

(h) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

(i) The Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the Association under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Association's authorization and liability under this Agreement should there be a lapse in coverage at any time during this

Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(j) Nothing herein contained shall be construed as limiting in any way the extent to which the Association may be held responsible for payments of damages to persons or property resulting from the Association's performance of the work covered under this Agreement.

(k) It is agreed that the Association's insurance shall be deemed primary and non- contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

(l) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

1.08. **INDEMNIFICATION. THE ASSOCIATION INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE ASSOCIATION AND THE ASSOCIATION ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN THIS AGREEMENT BY THE ASSOCIATION, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.**

1.09. **Termination by the Association.** This Agreement may not be terminated by the Association or any Owner.

1.02. **Termination by the City.**

(a) This Agreement may be terminated at any time by the City, if such revocation is reasonably determined by the City to be required by the public interest, after providing at least 30 days written notice to the Association. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to, the following:

(1) Use of the Parkland becomes necessary for a different public purpose; or

(2) Despite 30 days written notice, the Association fails to maintain or make necessary alterations to prevent deterioration of the aesthetic or functional integrity of the Parkland, Parkland Improvements, or Parkland Trail; or

(3) The Association fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

(b) Once this Agreement has been terminated, the City will perform maintenance on the Parkland, Parkland Improvements, and Parkland Trail consistent with the level of maintenance of other similar City-owned land and equipment (which may be a different or lesser standard than that of the Association).

(c) Notwithstanding anything to the contrary in this Agreement, the Association's responsibility to own and maintain the Private Drainage Facilities and the Landscaping Improvements will survive termination of this Agreement. Under no circumstances will the City will be responsible or liable for owning, maintaining, repairing, otherwise being responsible or liable for the Private Drainage Facilities or the Landscaping Improvements.

1.10. **Assignment.** The Association shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the Association, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the Association's rights in this Agreement.

1.11. **Laws Observance.** The Association shall not do, nor suffer to be done, anything on the Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

1.12. **No Waiver.** No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

1.14. **Notice.** Any notices required or appropriate under this Agreement shall be given in writing to the Association at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

1.15. **Headings.** The section and paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

1.16. **Jurisdiction and Venue.** This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

1.17. **Authorization**. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is acting.

1.18. **Entire Agreement.** This Agreement and any attached exhibits contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Parkland, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE ASSOCIATION:
Heirloom Homeowners Association, Inc. a
Texas non-profit corporation

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by _____, President of Heirloom Homeowners Association, Inc., a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule municipality, on behalf of the City of Georgetown, Texas.

By:_____
Notary Public Signature

HEIRLOOMTX, LLC, a Delaware limited liability company

By: _____
Name: Daniel Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel Traylor, Manager of HEIRLOOMTX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

_____
Notary Public Signature

HEIRLOOM EAST TX, LLC, a Delaware limited liability company

By: _____
Name: Daniel Traylor
Title: Manager
Date: _____

ACKNOWLEDGEMENT

STATE OF INDIANA §
§
COUNTY OF VANDERBURGH §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Daniel Traylor, Manager of HEIRLOOM EAST TX, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

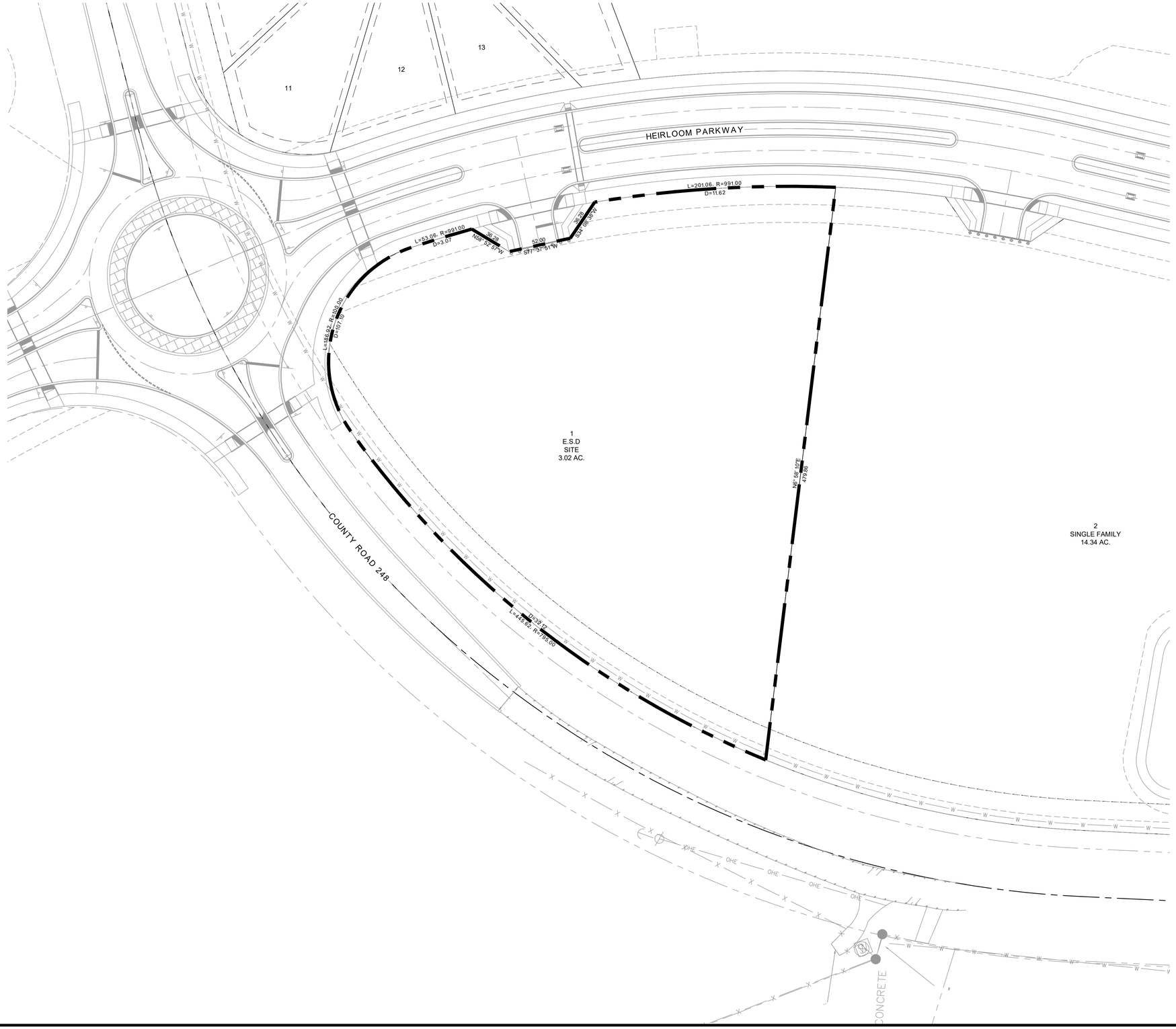
_____
Notary Public Signature

EXHIBIT G

ROUNDABOUT – PICTORIAL DEPICTION

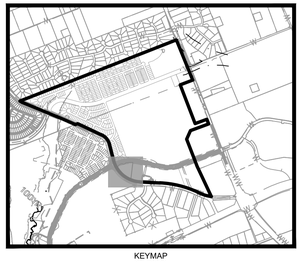
HEIRLOOM TRACT EAST

FIRE STATION LOT - EXHIBIT



SCALE: 1" = 40'
GRAPHIC SCALE IN FEET
0 20' 40' 80'

SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'



KEYMAP
1"=2000'

PROJECT:	1751-12170	DRAWN BY:	OAT
DATE:	8/24/26	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBUS LAND\12170 HEIRLOOM EAST - PRELIM AND FINAL\CAD\PRELIM\EXHIBITS\12170-FIRE STATION LOT-EXHIBIT.DWG, DATE: 8/26/2026 10:37:29 AM, BY: OTOVAR

Heirloom PID

1st Amendment to Development Agreement & PID Cost Determination Resolution

Nick Woolery, Assistant City Manager
September 8, 2026

GEORGETOWN TEXAS

Background

- March 2025 - 1st Council Workshop
- August 2025 - Annexation, Zoning, PID Development Agreement approved, Public Hearing and PID Creation Resolution
- July 2026 - Council Workshop approved usage of up front construction bond funds for all of their Major Improvement Area (MIA) except for the water quality ponds
- Tonight - Consideration of 1st Amended and Restated Developer Agreement; and Resolution determining the cost of the Major Improvement Area and the proposed assessment roll for Heirloom PID

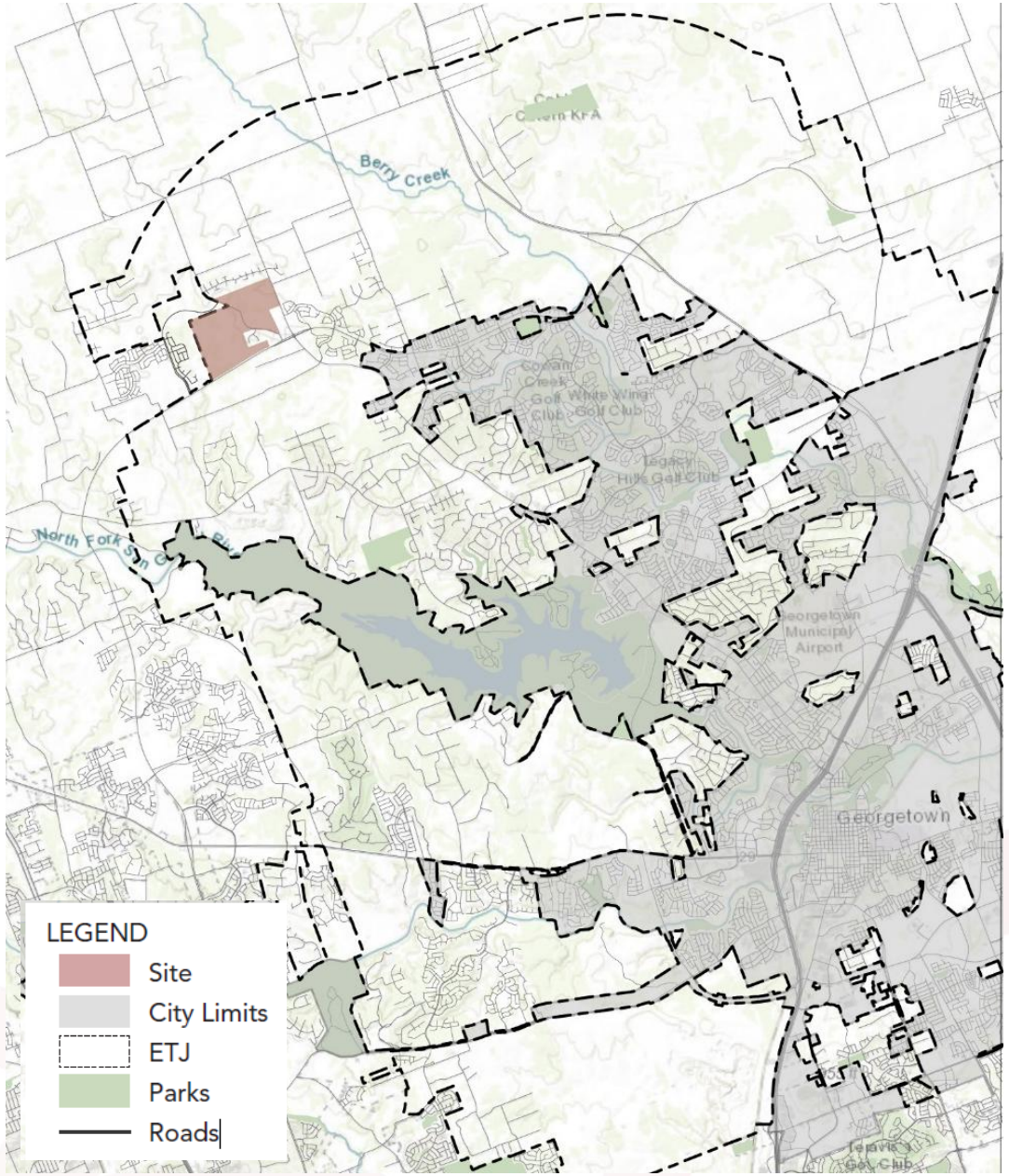
Timeline

- **September 8, 2026** *we are here*
  - Consider Resolution Approving First Amendment to Development and Construction Agreement
  - Consider Resolution Approving PSAP, Preliminary Assessment Rolls and calling a public hearing on levying assessments
- **September 22, 2026**
  - First Reading of Assessment Ordinance
  - Consider Resolution Authorizing Publication of PLOM
  - Consider Resolution Approving PID Construction, Financing and Reimbursement Agreement
- **October 13, 2026**
  - Second Reading of Assessment Ordinance
  - Public Hearing on levying Assessments
  - Consider Assessment Ordinance
  - Consider Bond Ordinance authorizing issuance and sale of bonds
  - Execute Bond Purchase Agreement
  - Execute Developer and City Continuing Disclosure Agreements
  - Execute Indenture

Heirloom Development

Location

- 618.98 acres North of Ronald Reagan Blvd and West of Williams Dr



Overview of Amendments

Section	Amendment
PID Construction Bond	PID variance expanded to included the Collector Road and Water, Wastewater and Park improvements in the Construction Bond Total authorized issuance not to exceed $20,895,000
Maintenance Agreement	Maintenance Agreement amended to include landscaping improvements as required to be maintained by the HOA
Multifamily Assessments	If multi-family rental units are included within proposed Assessments, the Assessments shall not be required to be prepaid (rather than required to be prepaid by either the Developer or the builder per the City's PID Policy Article III, Section 11)
Fire Site	Developer to sell the City at least 3 acres of land for a fire station site within 75 days of the agreement at the value described in the Appraisal Report
Williams Drive Right-of-Way	Developer to sell the City the reserved Right-of-Way along Williams Drive within 75 days of the agreement at the value described in the Appraisal Report

Action Requested

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "FIRST AMENDMENT TO THE DEVELOPMENT AND CONSTRUCTION AGREEMENT", PERTAINING TO THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Resolution - Heirloom Public Improvement District (PID) - Cost Determination and Call for Public Hearing

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution determining costs of the proposed public improvements in the Heirloom PID, approving a proposed Assessment Roll, calling a Public Hearing, and making findings and determination, in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
A petition was submitted and filed with the City Secretary of the City of Georgetown, Texas on July 30, 2025pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Heirloom Public Improvement District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects;

On August 26, 2025 after due notice, the City Council of the City held the public hearing on the advisability of the improvement projects described in the Petition and on August 26, 2025 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "Creation Resolution") authorized the creation of the District.

The District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area"). The City has reviewed the Preliminary Service and Assessment Plan (PSAP) attached to this Resolution as "Exhibit A" and the proposed Major Improvement Area Assessment Roll attached as "Exhibit F" to the PSAP.

The purpose of the PID is to finance the actual costs of certain public improvements for the benefit of property within the PID through special assessments (“Assessments”) against parcels of land in the PID. The Texas Local Government Code Chapter 372 (the “PID Act”) requires preparation of a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the public improvements (“Authorized Improvements”) to be funded through Assessments. The PID Act also requires preparation of an assessment roll stating the amount of special assessment against individual parcels of land in the PID determined by the method chosen by the City consistent with the PID Act.

P3 Works, LLC (“P3”) has prepared, on behalf of the City, a Preliminary Service and Assessment Plan (“PSAP) which includes a description of the proposed Authorized Improvements, determines the

cost of those improvements, and includes a proposed Assessment Roll. This item requests that the City Council pass and approve the attached Resolution, which makes certain findings regarding the nature of the Authorized Improvements, the cost of the Authorized Improvements, and approving the proposed Assessment Roll (all of which information is included in the PSAP attached to the Resolution). On the City Council's approval, the proposed Assessment Roll will be made available for public inspection at the Office of the City Secretary. Later this month, in conjunction with the City Council's consideration of an ordinance levying Assessments on land in the PID, and after notice and hearing, City staff will bring forward a proposed ordinance levying special assessments on land in the PID, approving the final Service and Assessment Plan (SAP), approving the final Assessment Roll, and approving a Financing Agreement between the City and the project's developer.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Cost Determination Resolution w Exhibits.pdf

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF GEORGETOWN, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, CALLING A PUBLIC HEARING, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Georgetown, Texas (the "City") on July 30, 2025 (the "Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Heirloom Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on August 26, 2025 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Petition as required by Section 372.009 of the PID Act and on August 26, 2025 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the effective date of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area"); and

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as **"Exhibit A"** (the "Preliminary Service and Assessment Plan"), and the proposed Major Improvement Area Assessment Roll attached as "Exhibit F" to the Preliminary Service and Assessment Plan (the "Proposed Major Improvement Area Assessment Roll"); and

WHEREAS, in accordance with Section 372.016 of the PID Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**"; and

WHEREAS, in accordance with Section 372.016 of the PID Act, the City Council also desires to approve the Proposed Major Improvement Area Assessment Roll, which is included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" cause the Proposed Major Improvement Area Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Major Improvement Area Assessment Roll available for public inspection, and publish and mail notice of the City Council's intention to consider the Proposed Major Improvement Area Assessment Roll (in substantially the form attached hereto as "**Exhibit B**") at a public hearing, all in accordance with the requirements of the PID Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**" are hereby approved.

(b) Proposed Major Improvement Area Assessment Roll. The Proposed Major Improvement Area Assessment Roll included in "Exhibit F" in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" stating the assessment against each parcel of assessable land in the Major Improvement Area within the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Major Improvement Area Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City

Secretary to make the Proposed Major Improvement Area Assessment Roll available for public inspection and publish and mail notice (in substantially the form attached hereto as "**Exhibit B**") of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the PID Act.

Section 3. The City Council hereby authorizes and directs the City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. The Mayor is hereby authorized to sign this Resolution and the City Secretary is authorized to attest this Resolution. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the City Charter of the City of Georgetown.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Major Improvement Area Assessment Roll)

Exhibit B – Notice of Public Hearing to Consider Proposed Assessments to be Levied Against Property in Major Improvement Area of the Heirloom Public Improvement District

PASSED AND APPROVED on this 8th day of September, 2026.

THE CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

EXHIBIT A

(Preliminary Service and Assessment Plan – including the Proposed Major Improvement Area Assessment Roll)

Heirloom Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SEPTEMBER 8, 2026

TABLE OF CONTENTS

Table of Contents 1
Introduction 2
Section I: Definitions 4
Section II: The District 11
Section III: Authorized Improvements 11
Section IV: Service Plan 14
Section V: Assessment Plan 15
Section VI: Terms of the Assessments 17
Section VII: Assessment Roll 23
Section VIII: Additional Provisions 23
List of Exhibits 25
List of Appendicies 26
Exhibit A – District/Major Improvement Area Legal Description 27
Exhibit B – District/Major Improvement Area Boundary Map 44
Exhibit C – Authorized Improvements 45
Exhibit D – Service Plan – Five Year Plan 46
Exhibit E – Service Plan – Sources and Uses 47
Exhibit F – Major Improvement Area Assessment Roll 48
Exhibit G – Major Improvement Area Annual Installments 49
Exhibit H – District Estimated Buildout Value 50
Exhibit I – Maps of Authorized Improvements 51
Exhibit J – Lot Type Classification Map 56
Exhibit K – Notice of PID Assessment Termination 57
Exhibit L – Buyer Disclosures 60
Appendix A – Engineer's Report 59

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On August 26, 2025 the City Council took the following actions:

- The City Council passed and approved Ordinance No. 2025-45 which (i) annexed into the corporate boundaries of the City approximately 620 acres of land (the "Property") which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B**, and (ii) approved a Planned Unit Development zoning classification and plan for the Property (the "ANX-PUD Ordinance"). The ANX-PUD Ordinance was recorded in the Official Public Records of Williamson County, Texas on_____.
- The City Council passed and approved Resolution No. 082625-5.P. authorizing the creation of the District over the Property, in accordance with the PID Act which authorization was effective upon publication as required by the PID Act. The resolution was recorded in the Official Public Records of Williamson County, Texas on September 3, 2025 as Document No. 2025069384. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of the property within the District.
- The City Council passed and approved Resolution No. 082625-6.M, approving the Development and Construction Agreement and the resolution was recorded in the Official Public Records of Williamson County as Document No. 2026023941 on March 3, 2026.

On March 19, 2026, a Preliminary Plat for the District was approved by the City (City Project NO. 2025-10-PP-20260318).

On _____,2026, the City adopted Resolution No. _____ approving the First Amendment to Development and Construction Agreement (Heirloom).

On _____,2026, the City adopted Ordinance No._____ approving this Service and Assessment Plan and the Major Improvement Area Assessment Roll for the Heirloom Public Improvement District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer of the District: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and

Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"**ANX-PUD Ordinance"** means Ordinance No. 2025-45 passed and approved by the City on August 26, 2025.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means the ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V.**

"Assessment Roll" means any Assessment Roll approved by an Assessment Ordinance that levies Assessments on property within the District, including the Major Improvement Area Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means Public Improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses, First Year Annual Collections Costs (as described

in **Section III (E)** herein), and Bond Issuance Costs, if PID Bonds are issued, as more specifically described in **Section III.**

"Bond Issuance Costs" mean the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued.

"City" means the City of Georgetown, Texas.

"City Council" means the governing body of the City.

"County" means Williamson County, Texas.

"Creation Resolution" means Resolution No. 082625-5.P, approved by the City Council on, which authorized the creation of the District.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"Developer" means Heirloom East TX, LLC. and HeirloomTX, LLC., collectively, and any successor developer of property within the District, or any portion thereof.

"Development and Construction Agreement" means that certain Development and Construction Agreement (Heirloom) between the City, the Georgetown Independent School District, and the Developer approved by the City Council via Resolution No. 082625-6.M and effective as of_____, as amended by the First Amendment to Development and Construction Agreement (Heirloom) approved by the City Council via Resolution No._____ and effective as of _____, 2026.

"District" means the Heirloom Public Improvement District containing approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"District Formation Expenses" means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Financing Agreement" means that certain "PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, Georgetown Independent School District, Heirloom East TX, LLC and HEIRLOOM TX, LLC dated to be effective _____.

"Future Improvement Areas" means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area which such area(s) to be described, designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Landowner Certificate" means any Landowner Certificate executed by the respective Owner consenting to the levy of the Assessments dated ____, ____, as may be further amended.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Major Improvement Area" means approximately 622.525 acres located within the District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

"Major Improvement Area Annual Installment" means the annual installment payment of the Major Improvement Area Special Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Special Assessment is levied.

"Major Improvement Area Assessment Roll" means the assessment roll for the Major Improvement Area Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)", that are payable as provided in the Indenture relating to such bonds.

"Major Improvement Area Improvements" mean Authorized Improvements which only benefit Major Improvement Area Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Major Improvement Area Special Assessment" means an Assessment levied against Assessed Property within the Major Improvement Area and imposed pursuant to an Assessment Ordinance, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Maximum Assessment" means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the amount calculated pursuant to **Section VI.A**. Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Property" means approximately 121.86 acres of land located within the District against which a portion of the costs of the Major Improvement Area Improvements are

apportioned based on special conferred benefit which costs will be paid by the Developer without reimbursement from the City.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Owners" mean Heirloom East TX, LLC., Heirloom1 Communities Tx, LLC., HeirloomTX, LLC., and Georgetown Independent School District, and any successor owner of property within the District, or any portion thereof.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Preliminary Plat" means that certain Preliminary Plat for a portion of the Property (361.85 acres) and the entire length of the Primary Collector approved by the City on March 19, 2026 (City Project No. 2025-10-PP-20260318).

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

"Property" means the approximately 622.525 acres of land which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B.**

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Taken Property" shall have the meaning assigned to such term in **Section VI.F**.

"Taking" shall have the meaning assigned to such term in **Section VI.F**.

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds, if issued, secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is governed by the ANX-PUD Ordinance and the Development and Construction Agreement. The District is to be developed as a mixed-use project. In general, the maximum number of residential units is 3,600 (unless an area reserved for school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). A variety of residential housing types and sizes are allowed, with maximum units by scale and maximum and minimum unit counts set forth in the ANX-PUD Ordinance. The ANX-PUD Ordinance requires 200,000 square feet of land to be used for commercial purposes to support the residential uses in the District and allows a variety of multifamily uses. Also included are associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

The Major Improvement Area includes approximately 622.525 acres as more particularly described on **Exhibit A** and depicted on **Exhibit B.** Development of the Major Improvement Area is anticipated to contain 1,333 single-family homes, 100 Townhome units, 116 Courtyard units, 100 Build-to-Rent units, 1,250 Multi-Family units, and 255,000 square feet of commercial space.

It is anticipated there will be additional Future Improvement Areas within the District. As the Future Improvements Areas are developed and in connection with the issuance of any PID Bonds, or the levy of Assessments in Future Improvement Areas pursuant to the Financing Agreement, this Service and Assessment Plan will be amended to update the Exhibits.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Major Improvement Area Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvement Area Improvements

- Streets

  With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the

existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

- Water

  The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

- Wastewater

  The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

- Drainage

  Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

  Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

  Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

- Parkland

  The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

- Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

C. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

D. Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

E. First Year Annual Collection Costs

Estimated cost of the 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized

Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The Major Improvement Area Improvements are allocated entirely to the Major Improvement Area Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, a Future Improvement Area is developed and the issuance of additional PID Bonds are contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

When, and if, a Future Improvement Area is developed and the levy of Assessments on a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within the Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Future Improvement Area Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- The cost of Major Improvement Area Authorized Improvements equals $20,950,323 as shown on **Exhibit C**; and
- The Major Improvement Area Assessed Property receives special benefit from Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements; and
- Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for Major Improvement Area Authorized Improvements, which equal $20,895,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F;** and

- The special benefit (≥$20,950,323) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessments ($20,895,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of Major Improvement Area. In a Landowner Certificate, each Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If applicable, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed

Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Williamson Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect

Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS

Exhibit A	District/ Major Improvement Area Legal Description
Exhibit B	District/ Major Improvement Area Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Major Improvement Area Assessment Roll
Exhibit G	Major Improvement Area Annual Installments
Exhibit H	District Estimated Buildout Value
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination
Exhibit L	Buyer Disclosures

LIST OF APPENDICIES

Appendix A Engineer's Report

EXHIBIT A – DISTRICT/MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

Page 1 of 8

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

Page 2 of 8

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

Page 3 of 8

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

Page 4 of 8

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

Page 5 of 8

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

Page 6 of 8

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP

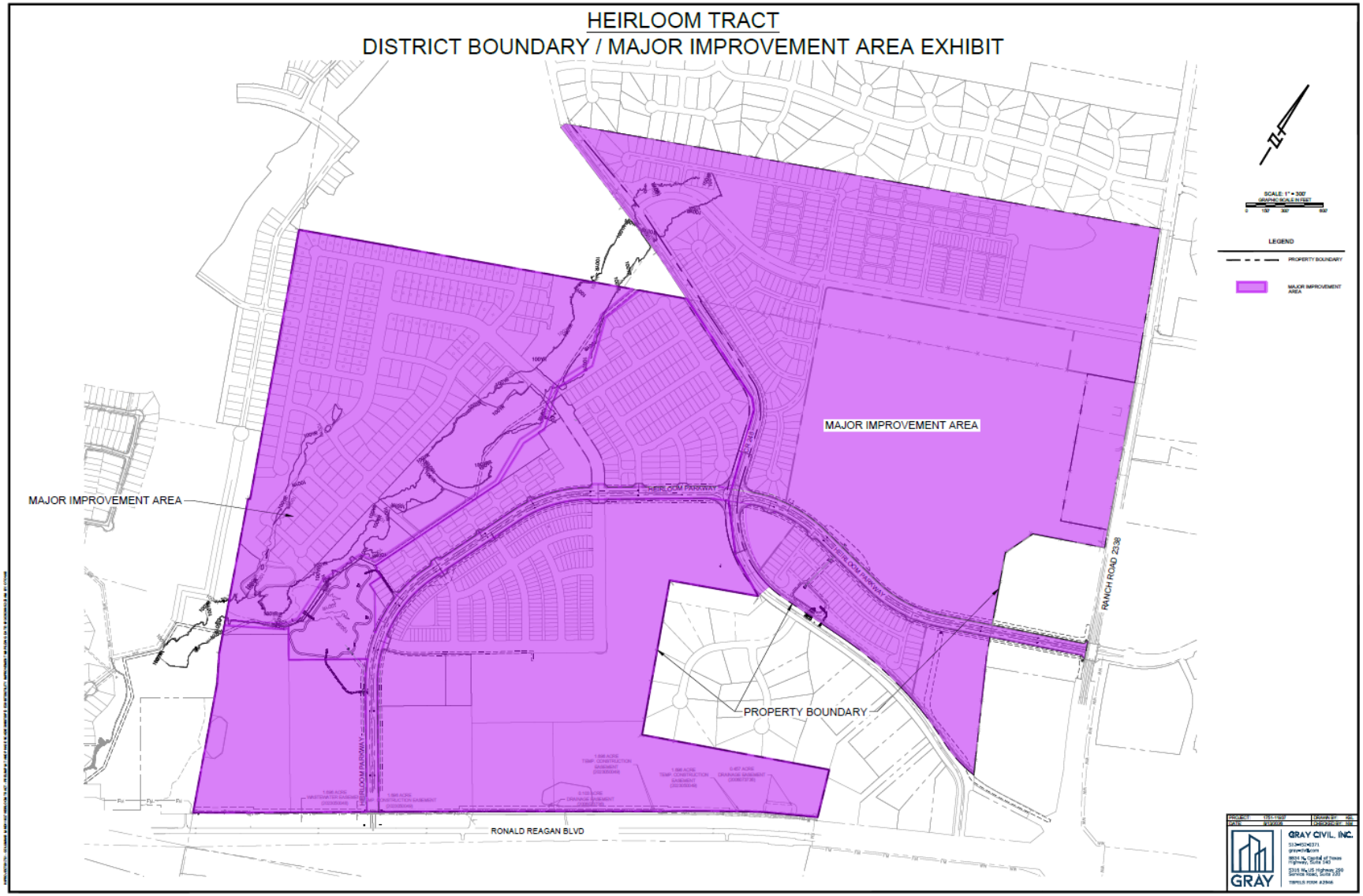


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Non-Assessed Property		Major Improvement Area	
		%	Cost	%	Cost
Major Improvement Area Improvements [b]					
Streets	$ 5,740,904	9.00%	$ 516,681.32	91.00%	$ 5,224,222
Water	$ 1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	$ 1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	$ 2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	$ 2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[c]	$ 1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
	$ 15,849,004		$ 1,396,170		$ 14,452,834
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$ 1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter Discount[f]	626,850		-		626,850
Cost of Issuance	1,254,238		-		1,254,238
	$ 6,457,489		$ -		$ 6,457,489
Other Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ -		$ 40,000
	$ 40,000		$ -		$ 40,000
Total	**$ 22,346,493**		**$ 1,396,170**		**$ 20,950,323**

Footnotes:

[a] Per Engineer's Report dated August 2026.
[b] The Major Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on the total LUEs.
[c] Soft costs include engineering, staking, surveying, project management and District Formation Costs.
[d] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.
[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.
[f] Includes the fee of counsel to the Underwriter.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ -	$ 386,000.00	$ 413,000.00	$ 443,000.00
Interest		1,296,796.00	1,410,413.00	1,410,412.50	1,384,357.50	1,356,480.00
Capitalized Interest	(1)	(1,296,796.00)	(1,410,413.00)	-	-	-
		$ -	$ -	$ 1,796,412.50	$ 1,797,357.50	$ 1,799,480.00
Additional Interest	(2)	$ -	$ -	$ 104,475.00	$ 102,545.00	$ 100,480.00
Annual Collection Costs	(3)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 40,800.00**	**$ 41,616.00**	**$ 1,943,335.82**	**$ 1,943,199.79**	**$ 1,944,123.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvement Area	Non-Assessed Property	Total
Sources of Funds			
Major Improvement Area Bonds	$ 20,895,000	$ -	$ 20,895,000
Developer Contribution[a]	55,323	1,396,170	1,451,493
Total Sources of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**
Uses of Funds			
Major Improvements	$ 14,452,834	$ 1,396,170	$ 15,849,004
	$ 14,452,834	$ 1,396,170	$ 15,849,004
Bond Issuance Costs [b]			
Debt Service Reserve Fund	$ 1,869,193	$ -	$ 1,869,193
Capitalized Interest	2,707,208	-	2,707,208
Underwriter Discount[c]	626,850	-	626,850
Cost of Issuance	1,254,238	-	1,254,238
	$ 6,457,489	$ -	$ 6,457,489
Other Costs [b]			
Deposit to Administrative Fund	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[a]	Tract	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R093976	1	Non-Assessed Property	$ -	$ -
R570140	2	Major Improvement Area Initial Parcel	$ 636,378.53	$ 1,242.61
R570140	3	Major Improvement Area Initial Parcel	$ 768,454.70	$ 1,500.50
R570140	4	Non-Assessed Property	$ -	$ -
R570140	5	Non-Assessed Property	$ -	$ -
R649611	6	Non-Assessed Property	$ -	$ -
R039430	7	Non-Assessed Property	$ -	$ -
R039375	7	Non-Assessed Property	$ -	$ -
R570140	8	Non-Assessed Property	$ -	$ -
R039376	9	Major Improvement Area Initial Parcel	$ 4,168,357.71	$ 8,139.22
R039364	10	Major Improvement Area Initial Parcel	$ 13,456,360.19	$ 26,275.16
R684456	11	Major Improvement Area Initial Parcel	$ 1,865,448.87	$ 3,642.51
Total			**$ 20,895,000.00**	**$ 40,800.00**

Footnotes:

[a] For billing purposes, the Major Improvement Area Annual Installment due 1/31/2027 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

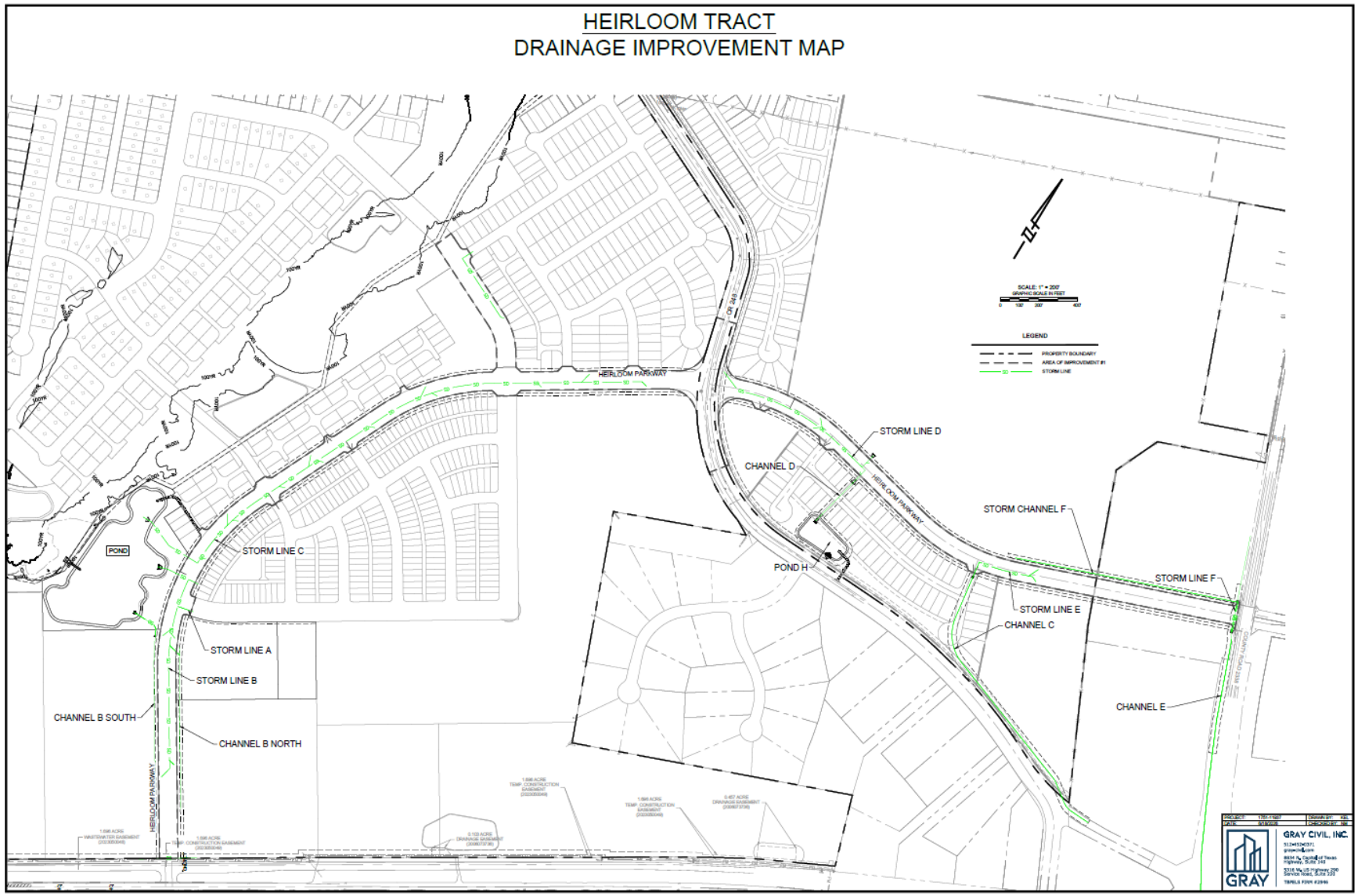
EXHIBIT H – DISTRICT ESTIMATED BUILDOUT VALUE

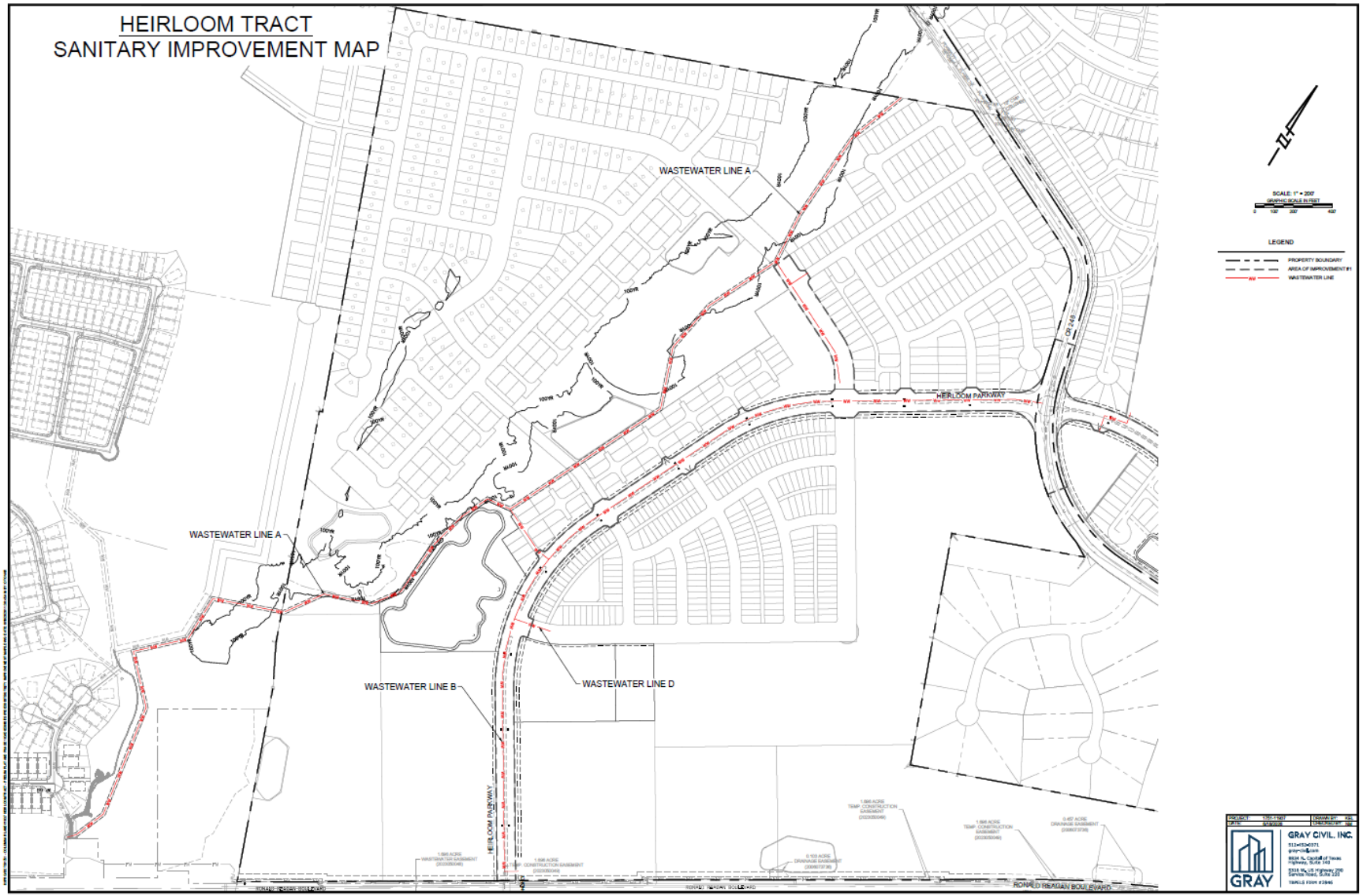
Lot Type	Units/SF[a]	Estimated Buildout Value[a]	
		Per Unit	Total
Major Improvement Area - Future Improvement Areas			
60' East	27	$ 490,000	$ 13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard West	55	450,000	24,750,000
BTR	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$ 1,136,825,000**

Footnotes:

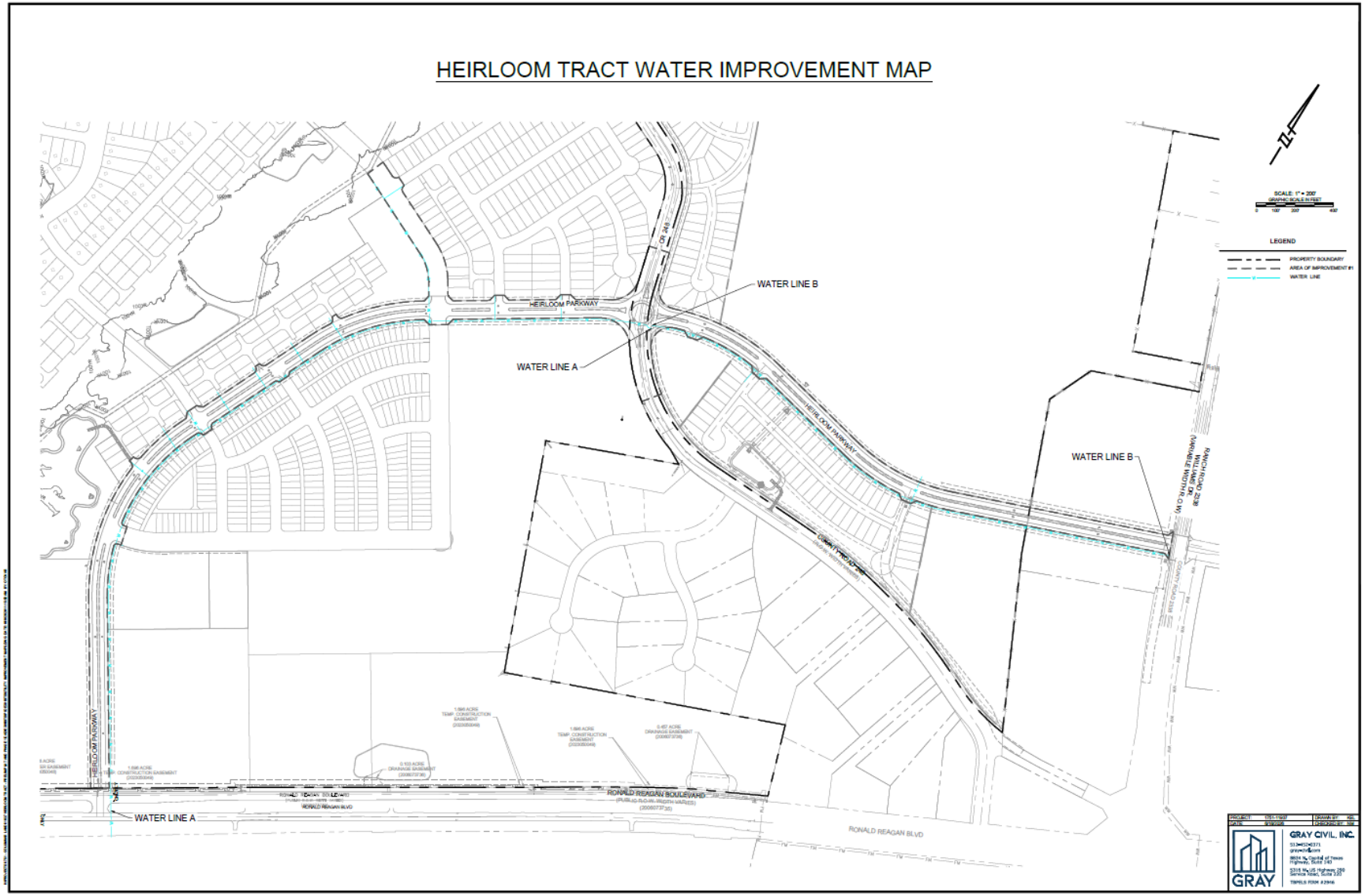
[a] As provided in the Developer model dated 8/5/26.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

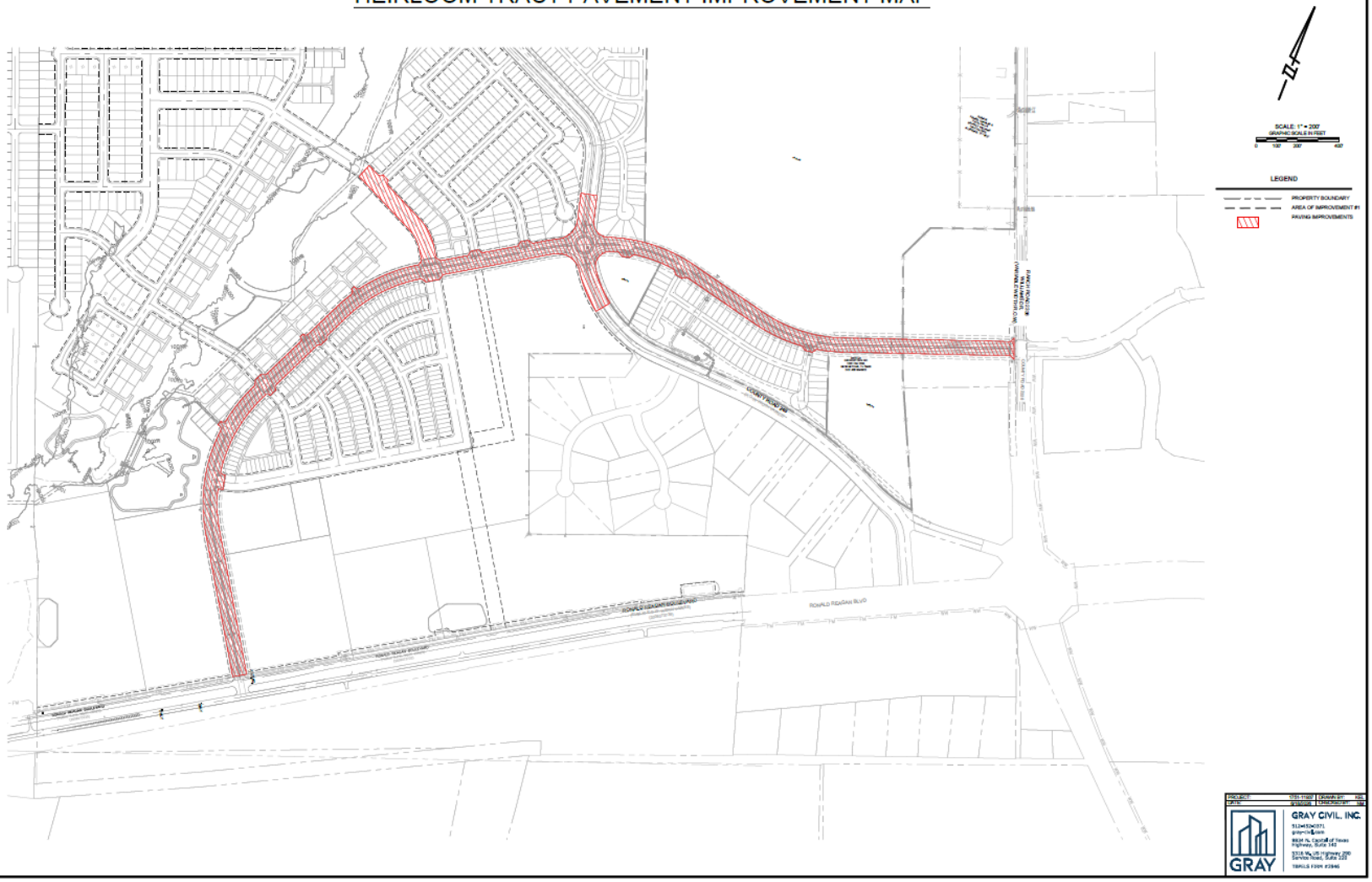



HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
HEIRLOOM PARKWAY
HEIRLOOM PARKWAY
RONALD REAGAN BOULEVARD
RONALD REAGAN BOULEVARD
SCALE: 1" = 200'
LEGEND
PROPERTY BOUNDARY
AREA OF IMPROVEMENT #1
WASTEWATER LINE
GRAY CIVIL, INC.
GRAY

HEIRLOOM TRACT WATER IMPROVEMENT MAP



HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



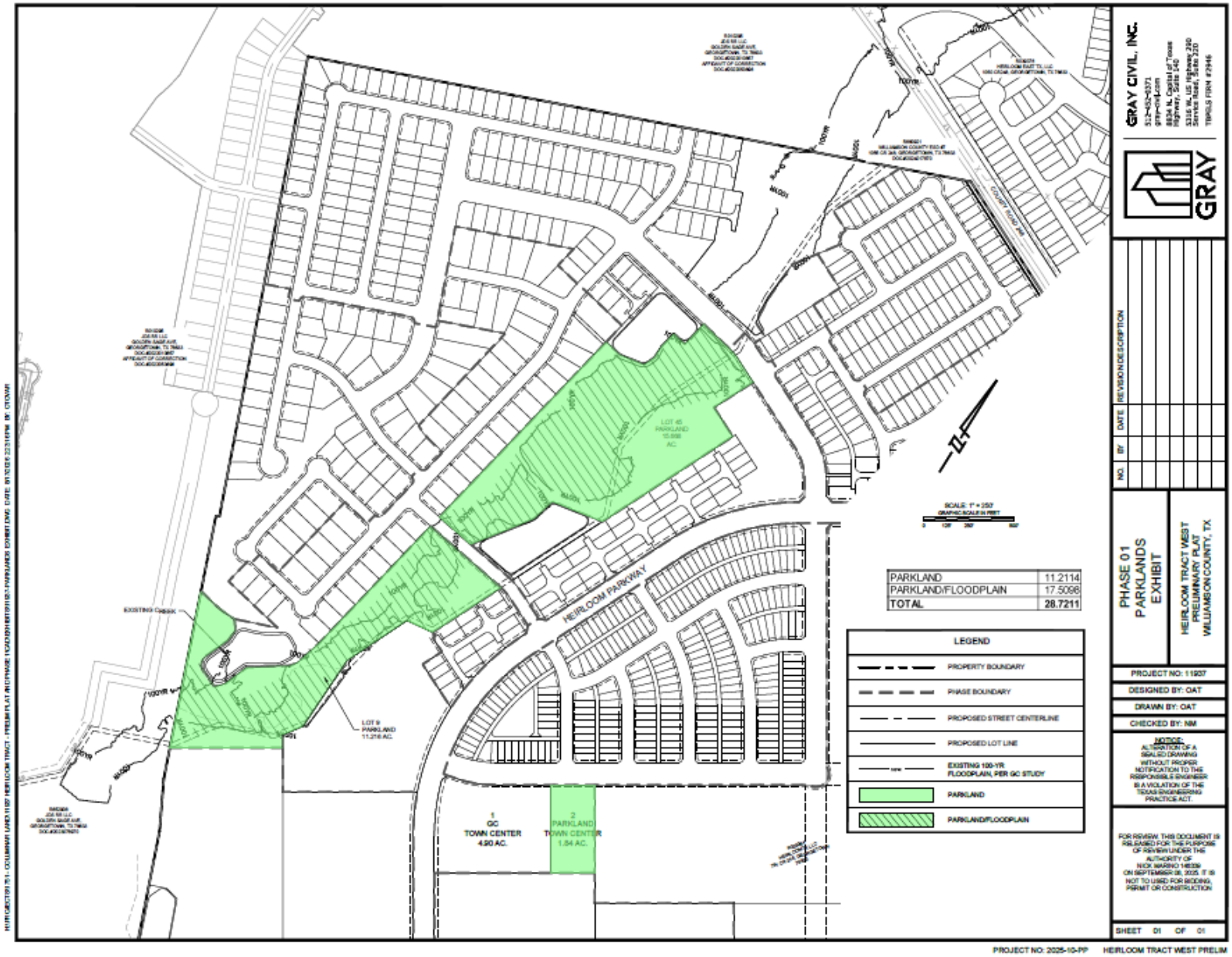
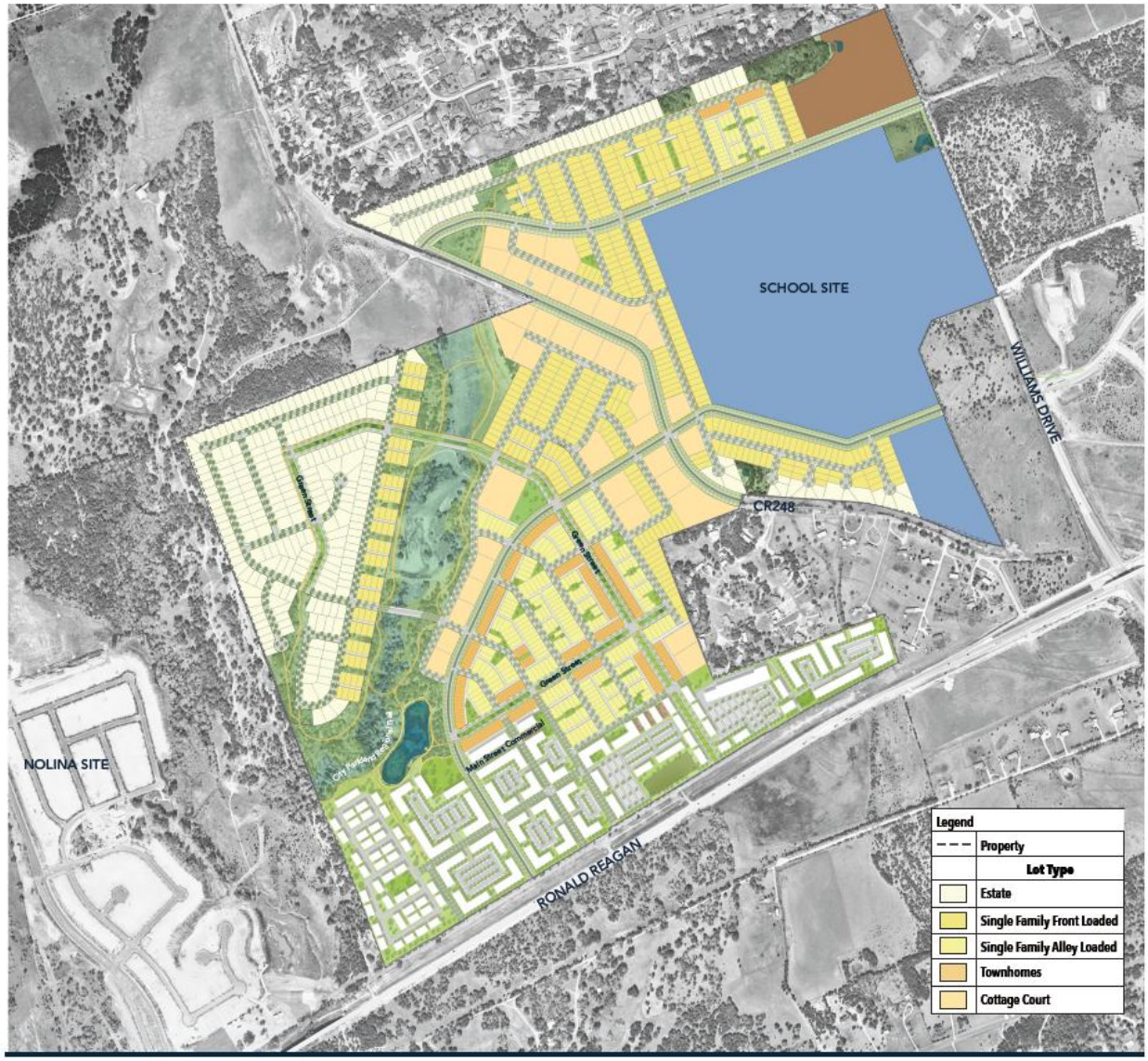

HEIRLOOM PARKWAY
COUNTY ROAD 185
LOT 10
PARKLAND
11.216 AC.
LOT 40
PARKLAND
15.598
AC.
1
GC
TOWN CENTER
4.90 AC.
2
PARKLAND
TOWN CENTER
1.84 AC.
EXISTING Culvert
SCALE: 1" = 250'
GRAPHIC SCALE IN FEET
PARKLAND 11.2114
PARKLAND/FLOODPLAIN 17.5098
TOTAL 28.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN, PER GC STUDY
PARKLAND
PARKLAND/FLOODPLAIN
GRAY CIVIL, INC.
GRAY
NO. BY DATE REVISION DESCRIPTION
PHASE 01
PARKLANDS
EXHIBIT
HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX
PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.
FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 140336 ON SEPTEMBER 26, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION.
SHEET 01 OF 01
PROJECT NO: 2025-10-PP
HEIRLOOM TRACT WEST PRELIM

EXHIBIT J – DISTRICT CONCEPT PLAN



HEIRLOOM MASTER PLAN
CONCEPT ONLY - SUBJECT TO CHANGE
DO NOT REPRODUCE
02.21.2025

200' 400'
0' 800'

LIONHEART

EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: City of Georgetown Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Georgetown, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Georgetown, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about August 26, 2025, the City Council for the City, approved Resolution No. 082625-5.P, creating the Heirloom Public Improvement District; and

WHEREAS, the Heirloom Public Improvement District consists of approximately 622.525 contiguous acres located within the City; and

WHEREAS, on or about ____, ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Heirloom Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT L – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Exhibit:

Major Improvement Area

- Major Improvement Area Initial Parcel

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT: $20,895,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heirloom Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
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2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
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2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
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2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
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Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER'S REPORT

[Remainder of page left intentionally blank]

Heirloom Tract

MIA PID

HeirloomTX, LLC.

PID Engineering Report

City of Georgetown, Williamson County, Texas

Gray Civil
TBPE Registration No. F-2946

August 2026

Overview –

The Heirloom Combined Tract (Site) is an approximately 622.528 acre development located within the City of Georgetown in Williamson County. The site is located at the northwest corner of the intersection of Ronald Reagan Boulevard and RM 2338. Zoning on the tract consists of zone RS – Residential Single-Family, MF-2 – High-Density Multifamily, TH – Town Home, and zone C-3 – General Commercial, along with a GISD school site and dedicated parkland. Zoning estimates are based on the land plan provided by the client from the Development Plan approved by the City. The Preliminary Plat for the western tract was submitted on September 8th, 2025 consisting of 935 total lots (879 single-family lots, 51 non-residential lots, 2 commercial lots, and 3 multi-family lots). The Preliminary Plat for the eastern tract will be submitted at the beginning of September 2026.

The development is in the North Fork San Gabriel River watershed and lies within the Contributing Zone of the Edwards Aquifer. Refer to Exhibit 1 for a Location Map. There is approximately 1 acre of the site located within the 100-year floodplain as defined on the FEMA Panel No. 48491C0275E and 48491C0100E effective date September 26, 2008.

Public Improvement District –

The Heirloom Tract development is subject to the Planned Unit Development Zoning Ordinance 2025-45. This report focuses on the Major Improvement Area (MIA) consisting of Phase 1 improvements that will be reimbursed with PID Bond Issue #1. See Exhibits 1 and 2 for MIA/district area map and legal descriptions.

MIA contains the full 622.528 acres located across the western and eastern tracts of the site. Phase 1 will contain 7,770 lf of collector road and 26.88 acres of parkland with trail networks, and no single-family lots. It will also include street, drainage, water, and wastewater improvements.

Zoning –

Zoning –

The Heirloom Tract development is located entirely within the City of Georgetown full purpose jurisdiction and is subject to the RS Base district and C3 Base district requirements of the City of Georgetown with modifications described in the 2025-45-PUD zoning ordinance.

Development Improvements –

Paving Improvements

With Phase 1, primary access to the site will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect CR 248 with a proposed roundabout, and turn south before tying into the existing section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off of Heirloom Pkwy. for access. The collector will utilize a 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025.

The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

Water and Wastewater Utilities

The Site will be served water by the City of Georgetown. An existing 24” line is located on the east side of CR 248, an existing 30” line is located on the south side of Ronald Reagan Blvd, and an existing 12” line is located on the west side of RM 2338. As part of the subdivision improvements, a 12” waterline is proposed to be constructed down Heirloom Pkwy. in a dedicated easement and connected to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to the existing 12” line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The portion of the Site that generally slopes from northeast to southwest will gravity flow via a proposed 12” trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. For the remainder of the site, a lift station will be constructed at the northeast corner and wastewater flows will be pumped back to an existing manhole connection to a 12” gravity wastewater line along Ronald Reagan Blvd. via a force main. Phase 1 will include the construction of the 12” main trunk line through the site, with 8” local lines within the Heirloom Pkwy. ROW.

Internal wastewater utilities will be typically located within the proposed right-of-way’s standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone, and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the site generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site, and will necessitate two main culvert/bridge crossings. The portion of the site that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland Improvements

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Refer to Exhibits 3 through 6 for maps of the improvements.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

District Formation Costs –

District Formation Costs consist of the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City of the Developer directly associated with the establishment of the District.

Funding Sources –

There are no oversized improvement cost sharing or outside funding sources contributing to any portion of the MIA improvements. An Engineer's Opinion of Probable Cost (OPC) is included in Exhibit 7 with line-item descriptions of each improvement. Additionally, Exhibit 8 contains a schedule of construction for MIA improvements.

List of Attachments

- Exhibit 1 – MIA Boundary Map
- Exhibit 2 – MIA/District Legal Description
- Exhibit 3 – MIA Drainage Improvement Map
- Exhibit 4 – MIA Sanitary Improvement Map
- Exhibit 5 – MIA Water Improvement Map
- Exhibit 6 – MIA Paving Improvement Map
- Exhibit 7 – MIA Parkland Improvement Map
- Exhibit 8 – Engineer's Opinion of Probable Cost
- Exhibit 9 – Construction Schedule

Exhibit 1 – MIA Boundary Map

HEIRLOOM TRACT
REGIONAL LOCATION MAP

SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'

LEGEND

PROPERTY BOUNDARY

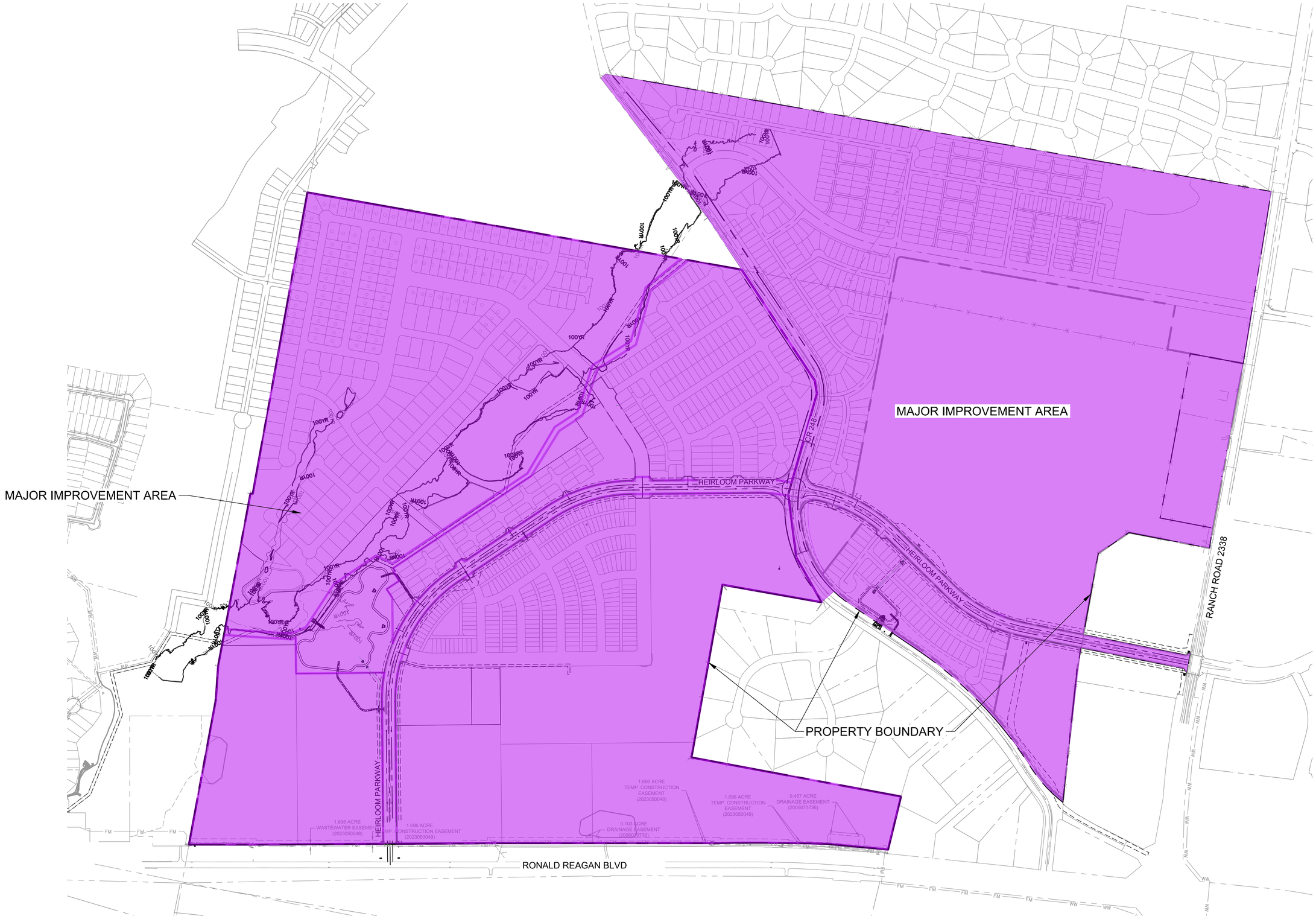
MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	5/11/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\DACZ\PHASE\SPIS EXHIBITS\REGIONAL LOCATION MAP.DWG DATE: 5/11/2026 4:24:51 PM BY: CTOVAR

HEIRLOOM TRACT
DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA EXHIBIT



SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

LEGEND

PROPERTY BOUNDARY

MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	8/13/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMNAR LAND\1937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\DISTRICT\DISTRICT EXHIBIT\DISTRICT - IMPROVEMENT MAPS.DWG DATE: 8/13/2026 9:52:23 AM BY: DTOVAR

Exhibit 2 – MIA/District Legal Description

Heirloom – PID Creation Resolution
Exhibit B

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS REGISTERED MIGUEL ANGEL ESCOBAR 5630 PROFESSIONAL LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113 5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

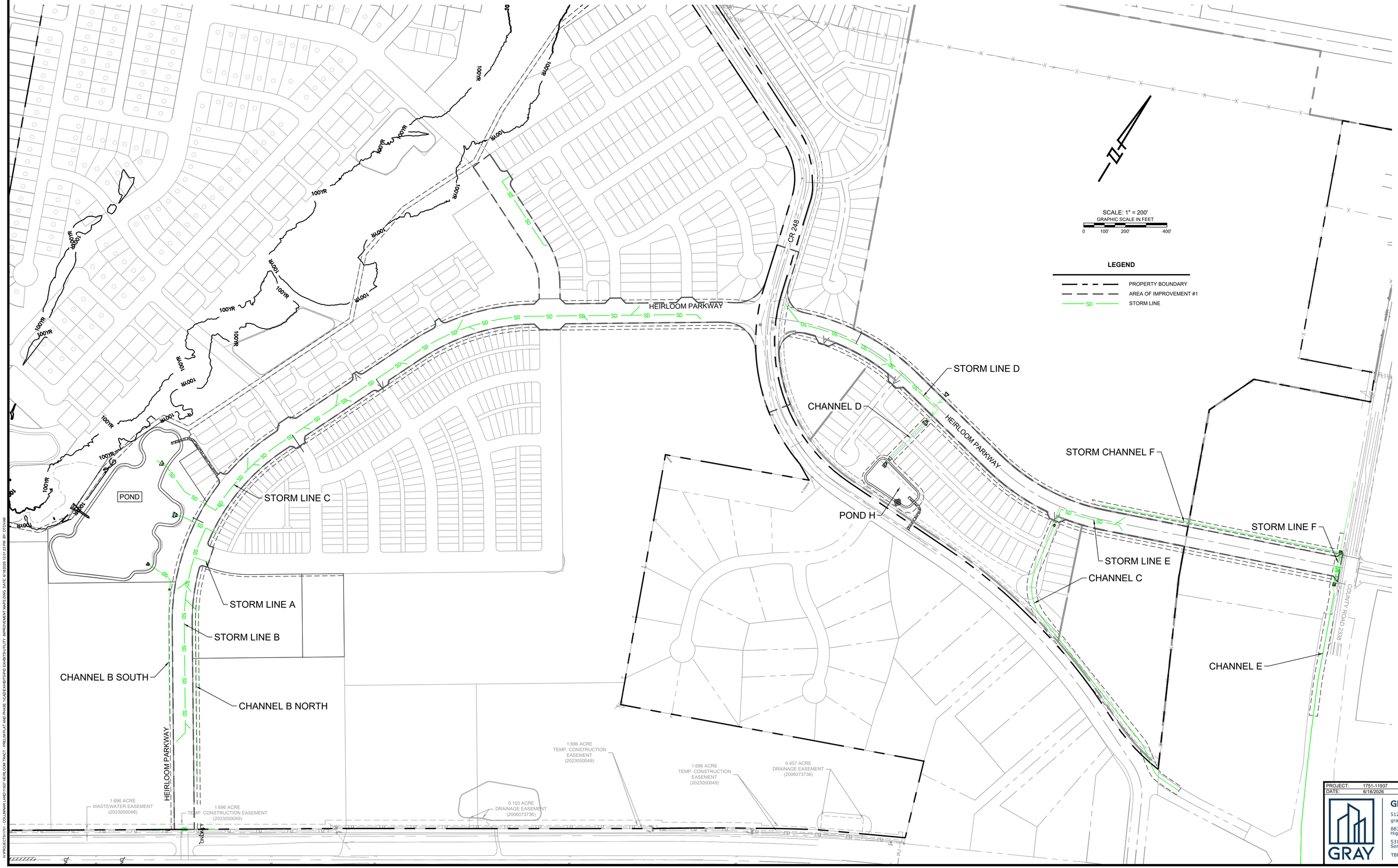
08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

STATE OF TEXAS
REGISTERED
JOHN L. BRILEY
7070
PROFESSIONAL
LAND SURVEYOR

Exhibit 3 – MIA Drainage Improvement Map

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP



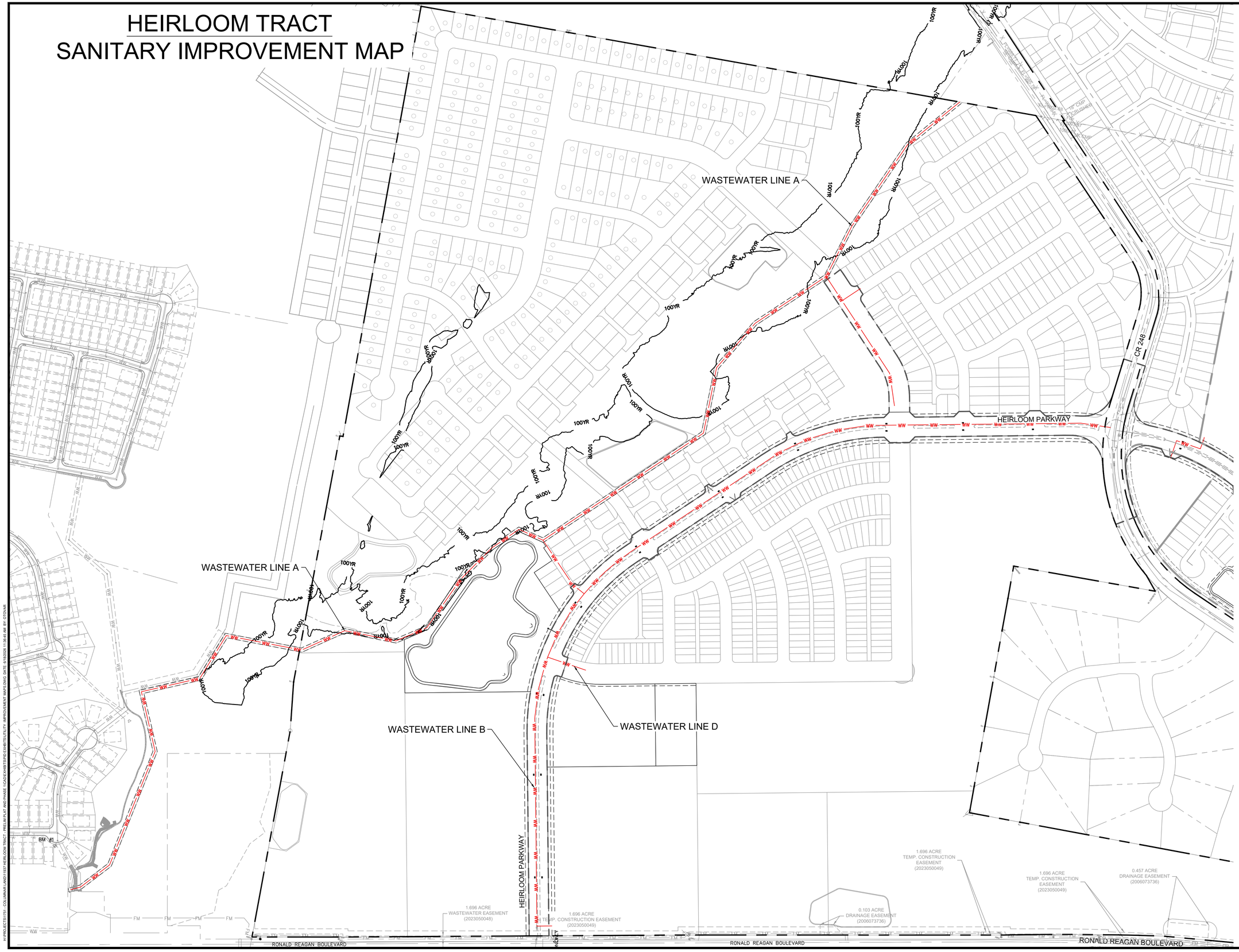
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\751 - COLUMBUS LAND\11937 HEIRLOOM TRACT - PRELIMS PLAT AND PHASE 1\CAD\EXHIBITS\PKS EXHIBIT\UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 1:21:23 PM BY: STOVAR

Exhibit 4 – MIA Sanitary Improvement Map

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- WW — WASTEWATER LINE

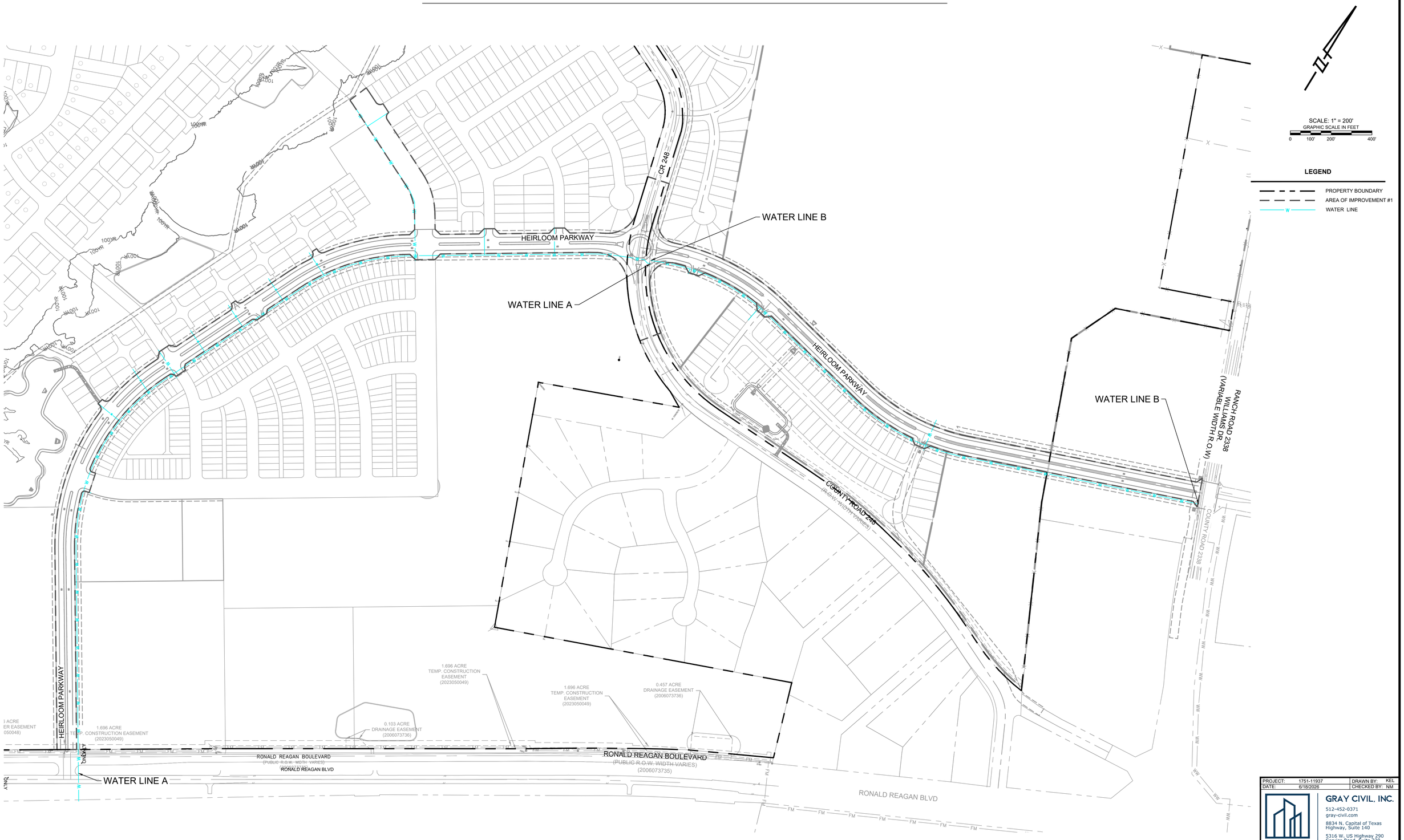
PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
§316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

W:\PROJECTS\1751 - COLORADO LAND\11937 HEIRLOOM TRACT - PREL\8 PLAT AND PHASE 1\CIVIL\EXHIBITS\PSD CONSTR UTILITY IMPROVEMENT MAPS.DWG DATE: 6/18/2026 11:36:40 AM BY: JOTOVAR

Exhibit 5 – MIA Water Improvement Map

HEIRLOOM TRACT WATER IMPROVEMENT MAP



PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751 - COLUMBIA LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CADD\EXHIBITS\PO EXHIBIT\UTILITY IMPROVEMENT MAP.DWG DATE: 6/18/2026 11:15:52 AM BY: OTOVAR

Exhibit 6 – MIA Paving Improvement Map

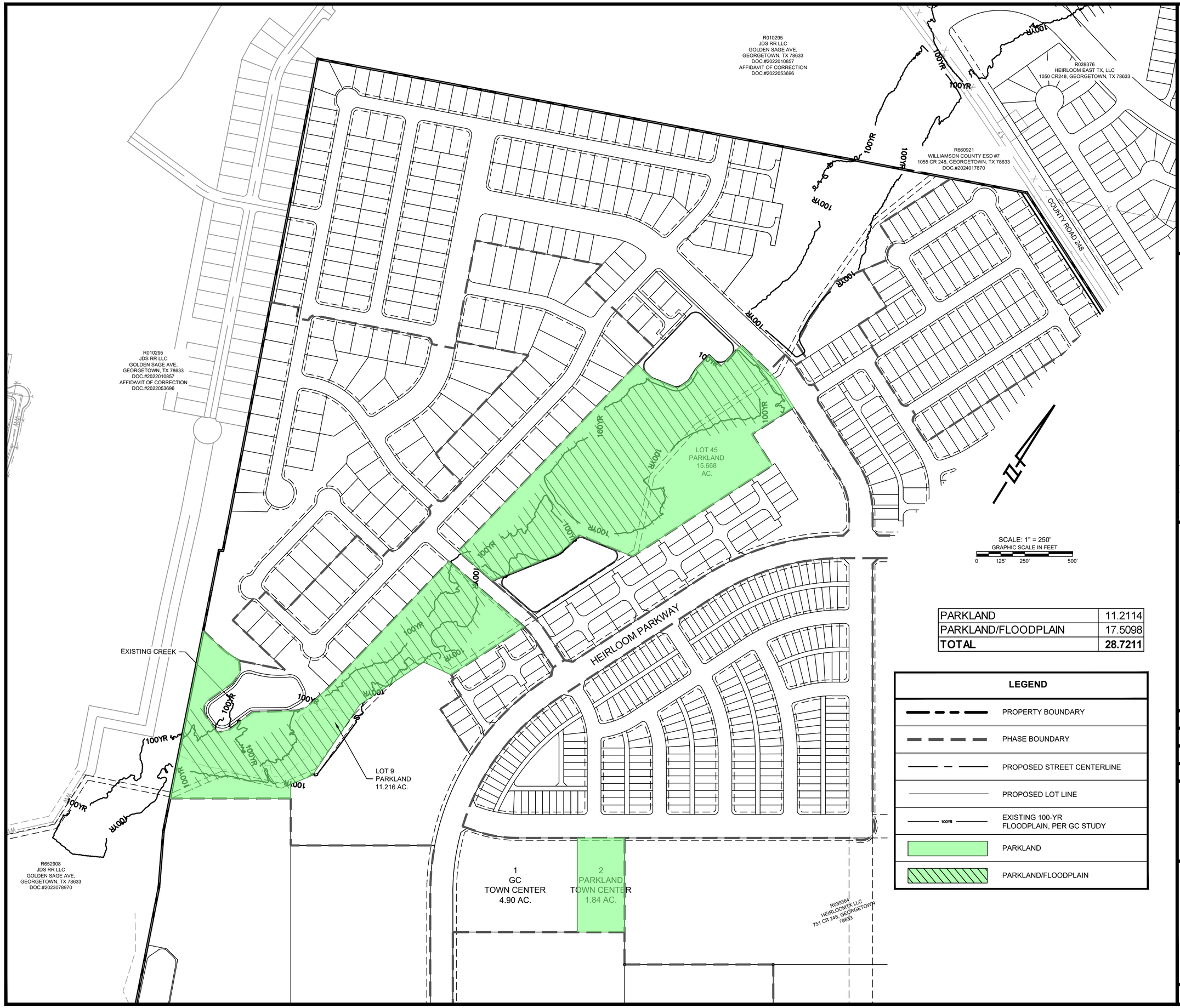
HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMNAR LAND\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\2-PHB\TBPS\2 EXHIBIT\PAVING IMPROVEMENT MAP.DWG, DATE: 6/18/2026 10:47:31 AM BY: OTOVAR

Exhibit 7 – MIA Parkland Improvement Map



PARKLAND	11.2114
PARKLAND/FLOODPLAIN	17.5098
TOTAL	**28.7211**

LEGEND

	PROPERTY BOUNDARY
	PHASE BOUNDARY
	PROPOSED STREET CENTERLINE
	PROPOSED LOT LINE
100YR	EXISTING 100-YR FLOODPLAIN, PER GC STUDY
	PARKLAND
	PARKLAND/FLOODPLAIN

GRAY CIVIL, INC.
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gray-civil.com
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5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946
GRAY

NO.	BY	DATE	REVISION DESCRIPTION

PHASE 01 PARKLANDS EXHIBIT

HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX

PROJECT NO: 11937

DESIGNED BY: OAT

DRAWN BY: OAT

CHECKED BY: NM

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 146339 ON SEPTEMBER 08, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION

SHEET 01 OF 01

H:\PROJECTS\1751 - COLUMNAR LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\11937-PARKLANDS EXHIBIT.DWG DATE: 8/17/2026 2:23:16 PM BY: OTOVAR

Exhibit 8 – Engineer's Opinion of Probable Cost

HEIRLOOM PHASE 1
ENGINEER'S OPINION OF
PROBABLE CONSTRUCTION COSTS

PROJECT: HEIRLOOM PHASE 1 BY: NM
BASED ON: Construction Plans DATE: 08/17/26
PREPARED BY: GRAY CIVIL INC. SF LOTS 0

STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SUBGRADE PREPARATION	60,491	SY	$2.20	$133,080.20
2	SUBGRADE PREPARATION (ADD/ALT)	5,219	SY	$2.00	$10,438.00
3	8" COMPACTED FLEX BASE MATERIAL	1,717	SY	$12.00	$20,604.00
4	8" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	171	SY	$10.50	$1,795.50
5	10" COMPACTED FLEX BASE MATERIAL	1,236	SY	$9.00	$11,124.00
6	10" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	5,048	SY	$11.00	$55,528.00
7	14" COMPACTED FLEX BASE MATERIAL	51,229	SY	$15.25	$781,242.25
8	16" COMPACTED FLEX BASE MATERIAL	6,309	SY	$12.50	$78,862.50
9	2" HMAC PAVEMENT	38,800	SY	$14.50	$562,600.00
10	2" HMAC PAVEMENT (ADD/ALT)	3,430	SY	$14.50	$49,735.00
11	4" HMAC PAVEMENT	4,267	SY	$21.50	$91,740.50
12	6" CONCRETE PAVEMENT (ALLEY)	541	SY	$91.00	$49,231.00
13	STANDARD 6" CONCRETE CURB & GUTTER	14,437	LF	$22.00	$317,614.00
14	STANDARD 6" CONCRETE CURB & GUTTER (ADD/ALT)	1,576	LF	$22.00	$34,672.00
15	RIBBON CURB	1,365	LF	$30.50	$41,632.50
16	6" CURB & GUTTER (SPILL) CURB	14,028	LF	$21.00	$294,588.00
17	6" CURB & GUTTER (SPILL) CURB (ADD/ALT)	1,573	LF	$20.00	$31,460.00
18	MOUNTABLE CURB AND GUTTER	421	LF	$47.00	$19,787.00
19	PEDESTRIAN RAMPS	70	EA	$1,817.00	$127,190.00
20	PEDESTRIAN RAMPS (ADD/ALT)	6	EA	$1,554.00	$9,324.00
21	5' CONCRETE SIDEWALK	433	SY	$58.00	$25,114.00
22	5' CONCRETE SIDEWALK (ADD/ALT)	543	SY	$63.00	$34,209.00
23	10' CONCRETE SIDEWALK	16,136	SY	$53.00	$855,208.00
24	8" CONCRETE ROUNDABOUT TRUCK APRON	573	SY	$215.00	$123,195.00
25	CONCRETE VALLEY GUTTER	10	EA	$7,100.00	$71,000.00
26	COLLECTOR STREET CONCRETE VALLEY GUTTER	3	EA	$9,940.00	$29,820.00
27	TYPE II DRIVEWAY (ADD/ALT)	1	EA	$2,420.00	$2,420.00
28	STREET END BARRICADES	15	EA	$1,246.00	$18,690.00
29	STREET END BARRICADES (ADD/ALT)	2	EA	$1,221.00	$2,442.00
30	SAW CUT AND TIE INTO EXISTING PAVEMENT	4	EA	$45.50	$182.00
31	TRAFFIC CONTROL PLAN	1	LS	$5,209.00	$5,209.00
32	TRAFFIC SIGNAGE	1	LS	$26,906.00	$26,906.00
33	TRAFFIC SIGNAGE (ADD/ALT)	1	LS	$1,230.00	$1,230.00
	SUB-TOTAL STREET IMPROVEMENTS				**$3,917,873.45**

SIGNALIZED INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	ADD FOURTH LEG OF TRAFFIC SIGNAL AT PARMER RANCH BLVD AND WILLIAMS DR	1	LS	$200,000.00	$200,000.00
2	ADD TRAFFIC SIGNAL AT PARMER RANCH BLVD AND RONALD REAGAN BLVD	1	LS	$875,000.00	$875,000.00
	SUB-TOTAL SIGNALIZED INTERSECTION				**$1,075,000.00**

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	5,219	LF	$53.00	$276,607.00
2	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS) (ADD/ALT)	820	LF	$50.00	$41,000.00
3	8" PVC 160 PSI PRESSURE PIPE	120	LF	$66.50	$7,980.00
4	12" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	6,604	LF	$72.50	$478,790.00
5	12" PVC 160 PSI PRESSURE PIPE	20	LF	$155.50	$3,110.00
6	24" STEEL ENCASEMENT	100	LF	$111.00	$11,100.00
7	PARKLAND WW SERVICE	1	EA	$3,492.00	$3,492.00
8	4' DIA. STANDARD WASTEWATER MANHOLE	24	EA	$5,974.00	$143,376.00
9	4' DIA. STANDARD WASTEWATER MANHOLE (ADD/ALT)	3	EA	$5,948.00	$17,844.00
10	4' DIA. EXTERNAL DROP MANHOLE	2	EA	$7,537.00	$15,074.00
11	4' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	1	EA	$6,203.00	$6,203.00
12	5' DIA. STANDARD WASTEWATER MANHOLE	1	EA	$8,179.00	$8,179.00
13	5' DIA. EXTERNAL DROP MANHOLE	1	EA	$10,602.00	$10,602.00
14	5' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	22	EA	$8,292.00	$182,424.00
15	5' DIA. EXTERNAL DROP BOLTED AND GASKETED WASTEWATER MANHOLE	2	EA	$11,735.00	$23,470.00
16	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION	98	VLF	$281.00	$27,538.00
17	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION (ADD/ALT)	6	VLF	$410.00	$2,460.00
18	EXTRA DEPTH 5' DIA. MANHOLE EXTENSION	145	VLF	$491.00	$71,195.00
19	SINGLE WASTEWATER SERVICE (ADD/ALT)	5	EA	$3,778.00	$18,890.00
20	DOUBLE WASTEWATER SERVICE (ADD/ALT)	4	EA	$4,562.00	$18,248.00
21	CORE INTO EXISTING MANHOLE	1	EA	$4,007.00	$4,007.00
22	REMOVE & REPAIR EXISTING LIFT STATION ROAD	1	LS	$1,717.00	$1,717.00
23	TRENCH SAFETY SYSTEM	11,665	LF	$1.00	$11,665.00
24	TRENCH SAFETY SYSTEM (ADD/ALT)	820	LF	$1.00	$820.00
	SUB-TOTAL WASTEWATER IMPROVEMENTS				**$1,385,791.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC C-900	707	LF	$49.00	$34,643.00
2	8" PVC C-901 (ADD/ALT)	129	LF	$51.00	$6,579.00
3	12" PVC C-900	8,013	LF	$74.50	$596,968.50
4	12" PVC C-901 (ADD/ALT)	795	LF	$75.00	$59,625.00
5	ENCASED 12" PVC C-900	189	LF	$135.00	$25,515.00
6	PARKLAND W SERVICE	1	EA	$3,794.00	$3,794.00
7	8" GATE VALVE WITH BOX AND COVER	10	EA	$2,944.00	$29,440.00
8	8" GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$2,886.00	$2,886.00
9	12" RESILIENT GATE VALVE WITH BOX AND COVER	16	EA	$4,916.00	$78,656.00
10	12" RESILIENT GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$4,820.00	$4,820.00
11	2" AIR RELEASE VALVE	2	EA	$5,852.00	$11,704.00
12	2" AIR RELEASE VALVE (ADD/ALT)	1	EA	$6,623.00	$6,623.00
13	2" FLUSH VALVE (ADD/ALT)	1	EA	$5,017.00	$5,017.00
14	FIRE HYDRANT ASSEMBLY	20	EA	$8,315.00	$166,300.00
15	FIRE HYDRANT ASSEMBLY (ADD/ALT)	2	EA	$8,564.00	$17,128.00
16	SINGLE WATER SERVICE (ADD/ALT)	3	EA	$3,705.00	$11,115.00
17	DOUBLE WATER SERVICE (ADD/ALT)	5	EA	$4,092.00	$20,460.00
18	24" WET CONNECTION	2	EA	$27,444.00	$54,888.00
19	TIE INTO 30" EXISTING LINE	1	EA	$27,756.00	$27,756.00
20	TRENCH SAFETY SYSTEM	8,725	LF	$0.50	$4,362.50
21	TRENCH SAFETY SYSTEM (ADD/ALT)	924	LF	$0.50	$462.00
	SUB-TOTAL WATER IMPROVEMENTS				**$1,168,742.00**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" RCP CL. III STORM SEWER (ALL DEPTHS)	2,109	LF	$61.00	$128,649.00
2	18" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	398	LF	$60.00	$23,880.00
3	24" RCP CL. III STORM SEWER (ALL DEPTHS)	1,133	LF	$81.00	$91,773.00
4	24" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	63	LF	$82.00	$5,166.00
5	30" RCP CL. III STORM SEWER (ALL DEPTHS)	459	LF	$101.00	$46,359.00
6	36" RCP CL. III STORM SEWER (ALL DEPTHS)	1,130	LF	$148.00	$167,240.00
7	42" RCP CL. III STORM SEWER (ALL DEPTHS)	250	LF	$211.00	$52,750.00
8	48" RCP CL. III STORM SEWER (ALL DEPTHS)	783	LF	$247.00	$193,401.00
9	60" RCP CL. III STORM SEWER (ALL DEPTHS)	608	LF	$422.00	$256,576.00
10	60" GASKETED RCP CL. III STORM SEWER (ALL DEPTHS)	224	LF	$496.00	$111,104.00
11	5' X 5' GASKETED RCB (ALL DEPTHS)	151	LF	$542.00	$81,842.00
12	4' X 4' REINFORCED CONCRETE BOX MANHOLE	1	EA	$5,408.00	$5,408.00
13	4' X 4' REINFORCED CONCRETE BOX MANHOLE (ADD/ALT)	1	EA	$4,977.00	$4,977.00
14	5' X 5' REINFORCED CONCRETE BOX MANHOLE	2	EA	$6,528.00	$13,056.00
15	6' X 6' REINFORCED CONCRETE BOX MANHOLE	2	EA	$8,066.00	$16,132.00
16	7' X 7' REINFORCED CONCRETE BOX MANHOLE	4	EA	$12,618.00	$50,472.00
17	4' DIA MANHOLE	2	EA	$5,194.00	$10,388.00
18	5' DIA MANHOLE	2	EA	$6,417.00	$12,834.00
19	6' DIA MANHOLE	1	EA	$7,698.00	$7,698.00
20	4' X 4' AREA INLET	4	EA	$4,622.00	$18,488.00
21	10' STANDARD STORMWATER CURB INLET	22	EA	$5,860.00	$128,920.00
22	10' STANDARD STORMWATER CURB INLET (ADD/ALT)	2	EA	$5,330.00	$10,660.00
23	CHANNEL B NORTH - 3' WIDE GRASS LINED CHANNEL	713	LF	$20.00	$14,260.00
24	CHANNEL B SOUTH - 3' WIDE GRASS LINED CHANNEL	815	LF	$21.50	$17,522.50
25	CHANNEL C - 4' WIDE GRASS LINED CHANNEL	1,460	LF	$32.50	$47,450.00
26	CHANNEL D - 5' WIDE GRASS LINED CHANNEL	302	LF	$15.50	$4,681.00
27	CHANNEL E - 15' WIDE GRASS LINED CHANNEL	730	LF	$18.00	$13,140.00
28	CHANNEL F - 8' WIDE GRASS LINED CHANNEL	1,134	LF	$18.50	$20,979.00
29	TEMPORARY CHANNEL - 3' WIDE GRASS LINED (ADD/ALT)	379	LF	$16.00	$6,064.00
30	24" HEADWALL W/ DISSIPATORS	1	EA	$6,530.00	$6,530.00
31	24" SET PER TXDOT DETAIL	2	EA	$3,777.00	$7,554.00
32	24" SLOPED HEADWALL (ADD/ALT)	1	EA	$2,870.00	$2,870.00
33	30" SET PER TXDOT DETAIL	4	EA	$4,450.00	$17,800.00
34	36" HEADWALL	1	EA	$7,608.00	$7,608.00
35	48" HEADWALL	1	EA	$12,351.00	$12,351.00
36	48" HEADWALL W/ DISSIPATORS	1	EA	$14,976.00	$14,976.00
37	60" HEADWALL W/ DISSIPATORS	1	EA	$19,812.00	$19,812.00
38	5' X 5' RCB HEADWALL W/ DISSIPATORS	1	EA	$21,979.00	$21,979.00
39	CONCRETE RIPRAP	55	SY	$174.00	$9,570.00
40	ROCK RIPRAP (ADD/ALT)	30	SY	$61.00	$1,830.00
41	WROUGHT IRON FENCE	100	LF	$85.00	$8,500.00
42	WROUGHT IRON FENCE (ADD/ALT)	190	LF	$84.00	$15,960.00
43	TRENCH SAFETY SYSTEM	6,905	LF	$1.00	$6,905.00
44	TRENCH SAFETY SYSTEM (ADD/ALT)	461	LF	$1.00	$461.00
	SUB-TOTAL DRAINAGE IMPROVEMENTS				**$1,716,575.50**

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SILT FENCE FOR EROSION CONTROL	15,749	LF	$4.00	$62,996.00
2	SILT FENCE FOR EROSION CONTROL (ADD/ALT)	756	LF	$4.00	$3,024.00
3	INLET PROTECTION	26	EA	$102.00	$2,652.00
4	INLET PROTECTION (ADD/ALT)	2	EA	$100.00	$200.00
5	RESTORATION & REVEGETATION	53,567	SY	$1.90	$101,777.30
6	RESTORATION & REVEGETATION (ADD/ALT)	4,094	SY	$2.00	$8,188.00
7	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,244.00	$2,488.00
8	RETAINING WALL (ADD/ALT)	1,144	SF	$24.00	$27,456.00
9	ROCK BERM	150	LF	$28.00	$4,200.00
10	ROCK BERM (ADD/ALT)	16	LF	$28.00	$448.00
11	DEMO EXISTING STRUCTURES	1	LS	$98,145.00	$98,145.00
12	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$1,105.00	$1,105.00
13	TREE PROTECTION	6,573	LF	$4.50	$29,578.50
14	TREE PROTECTION (ADD/ALT)	350	LF	$4.00	$1,400.00
	SUB-TOTAL EROSION CONTROL				**$343,657.80**

CLEARING AND GRADING IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	CLEARING & GRUBBING	39	AC	$2,030.00	$79,170.00
2	CLEARING & GRUBBING (ADD/ALT)	2	AC	$2,011.00	$4,022.00
3	EXCAVATION	38,805	CY	$5.00	$194,025.00
4	EXCAVATION (ADD/ALT)	1,600	CY	$5.00	$8,000.00
5	EMBANKMENT	47,616	CY	$2.15	$102,374.40
6	EMBANKMENT (ADD/ALT)	13,876	CY	$1.75	$24,283.00
7	MATERIALS TESTING	1	LS	$170,261.00	$170,261.00
8	HAUL & PLACE GENERATED SPOILS	94,797	CY	$1.75	$165,894.75
	SUB-TOTAL CLEARING AND GRADING IMPROVEMENTS				**$748,030.15**

PARKLAND IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAILS	1	LS	$750,000.00	$750,000.00
2	COMMON AREA LANDSCAPING	1	LS	$1,000,000.00	$1,000,000.00
3	PARK IMPROVEMENTS	1	LS	$250,000.00	$250,000.00
	SUB-TOTAL PARKLAND IMPROVEMENTS				**$2,000,000.00**

DESIGN AND ENGINEERING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	DESIGN AND ENGINEERING	1	LS	$1,001,000.00	$1,001,000.00
	SUB-TOTAL SOFT COSTS				**$1,001,000.00**

DISTRICT FORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	FORMATION OF PID DISTRICT	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL SOFT COSTS				**$300,000.00**

PROJECT MANAGEMENT FEE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	PROJECT MANAGEMENT FEE (4%)	1	LS	$494,226.80	$494,226.80
	SUB-TOTAL TRADITION TRAIL IMPROVEMENTS				**$494,226.80**

SUMMARY

ITEM	DESCRIPTION	GISD (9%)	HEIRLOOM	TOTAL
1	STREET IMPROVEMENTS	$352,608.61	$3,565,264.84	$3,917,873.45
2	SIGNALIZED INTERSECTION	$96,750.00	$978,250.00	$1,075,000.00
3	WASTEWATER IMPROVEMENTS	$124,721.19	$1,261,069.81	$1,385,791.00
4	WATER IMPROVEMENTS	$105,186.78	$1,063,555.22	$1,168,742.00
5	DRAINAGE IMPROVEMENTS	$154,491.80	$1,562,083.71	$1,716,575.50
6	EROSION CONTROL IMPROVEMENTS	$30,929.20	$312,728.60	$343,657.80
7	CLEARING AND GRADING IMPROVEMENTS	$67,322.71	$680,707.44	$748,030.15
8	PARKLAND IMPROVEMENTS	$180,000.00	$1,820,000.00	$2,000,000.00
9	DESIGN AND ENGINEERING	$90,090.00	$910,910.00	$1,001,000.00
10	DISTRICT FORMATION	$0.00	$300,000.00	$300,000.00
11	PROJECT MANAGEMENT FEE	$44,480.41	$449,746.38	$494,226.80
	SUB-TOTAL	$1,246,580.70	$12,904,315.99	**$14,150,896.70**
	12% CONTINGENCY	$144,252.03	$1,494,548.35	**$1,638,800.39**
TOTAL PHASE 1 COSTS W/ CONTINGENCY		**$1,390,832.74**	**$14,398,864.35**	**$15,789,697.08**

Exhibit 9 – Construction Schedule

Heirloom Tract

Major Improvement Area	
	Date of Construction
A. Streets	2026
B. Wastewater	2026
C. Water	2026

EXHIBIT B

CITY OF GEORGETOWN, TEXAS
NOTICE OF PUBLIC HEARING

TO CONSIDER PROPOSED ASSESSMENTS
TO BE LEVIED AGAINST PROPERTY IN MAJOR IMPROVEMENT AREA OF THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT

Notice is given that the City Council of the City of Georgetown, Texas will conduct a public hearing on Tuesday, October 13, 2026, during the regular City Council meeting beginning at 6:00 P.M. Information about how to participate in the public hearing is provided below. The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located within the Major Improvement Area ("Major Improvement Area") of the Heirloom Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act"). Written and oral objections will be considered at the hearing.

1. **General Nature of Improvements** – The public improvements for the District (the "Authorized Improvements") may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements that confer a special benefit on the assessable property in the District are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irritation, walkways, lighting, benches, trash receptacles, and any similar items location therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction, and improvement of streets, roadways, rights-of-way, signalization and related facilities; (v) entry monumentation and associated features; (vi) signage; (vii) projects similar to those listed in subsections (i)-(vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i)-(vii) above, including costs of establishing, administering, and operating the District.

The property within the District is expected to be developed in multiple phases, with certain improvements that will benefit and serve all of the property within the District, and certain improvements that will benefit and serve only the property within each phase (an "Improvement Area"). The Major Improvement Area is anticipated to include the (i) acquisition, construction, and/or improvement of streets, roadways, rights-of-way and related facilities; (ii) acquisition, construction, and/or improvement of water, wastewater and drainage facilities; (iii) the acquisition, construction, and/or improvement of parkland and related facilities and (iv) the payment of costs associated with the public improvements described herein. Assessments are only presently proposed for the Major Improvement Area, and no assessments will be considered at the public hearing for the future Improvement Areas.

2. **Estimated Costs of the Major Improvement Area Projects** – The estimated costs of the proposed Major Improvement Area Authorized Improvements (as defined in the proposed Service

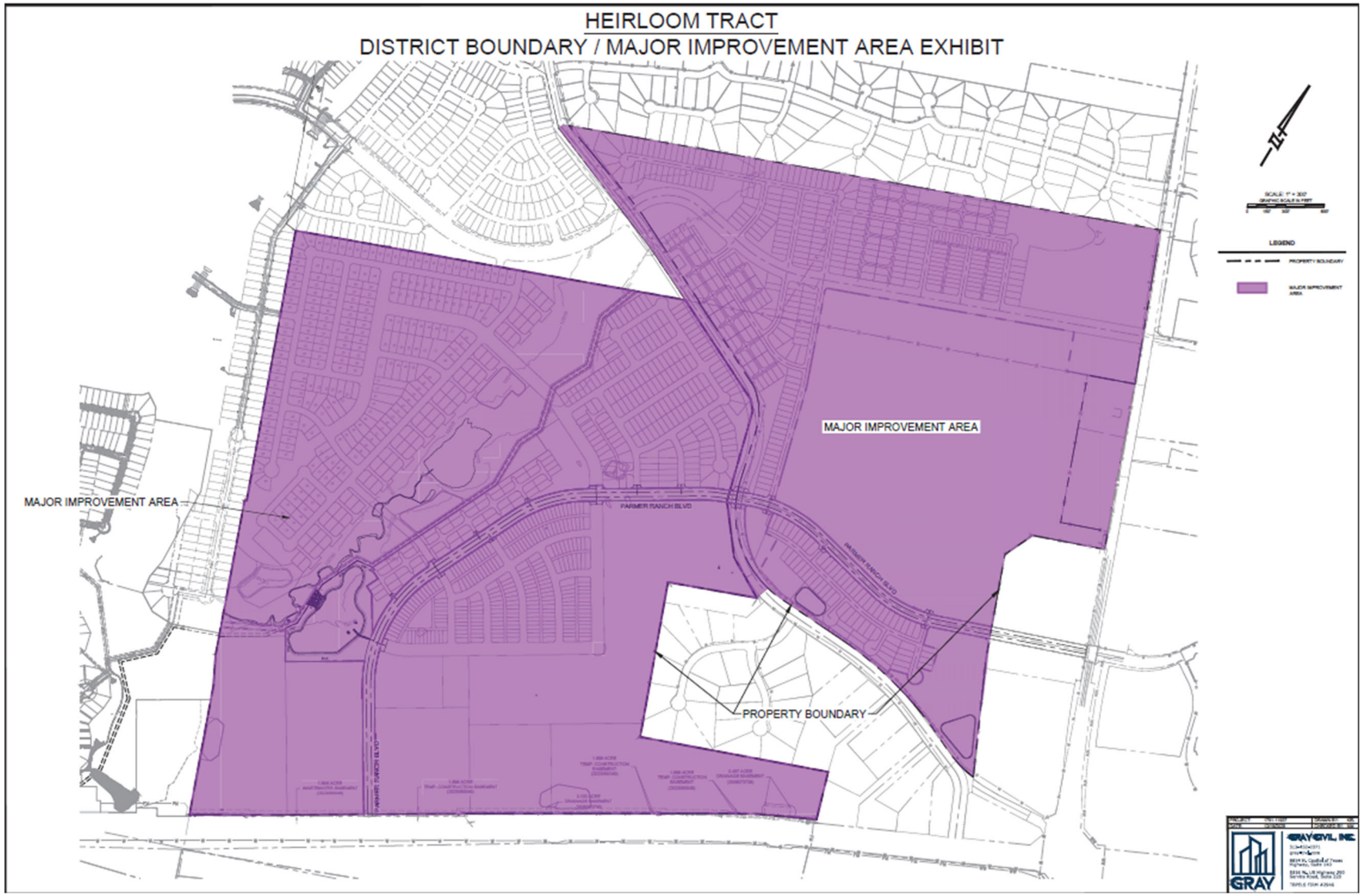
and Assessment Plan on file with the City Secretary) are approximately $21,000,000.00 (including issuance and other financing costs). The exact amount will be provided in the approved Service and Assessment Plan.

3. **Proposed Estimated Assessments** – There are no existing assessments in the District. The proposed estimated assessments on property within the Major Improvement Area of the District is approximately the amount of $20,895,000.00.

4. **Boundaries of the Major Improvement Area Within the District**. The District and the Major Improvement Area includes approximately 622 acres of land within the corporate limits of the City as shown below.

5. **How to Participate in the Public Hearing** – The public hearing will be held during the regular City Council meeting on the date and commencing at the time stated above, at the City Council Chambers, 510 W 9th Street, Georgetown, Texas 78626. The agenda for the City Council meetings and information regarding how to participate in the public hearing is available at https://georgetowntexas.gov/government/city_council/meeting_agendas/agendas.php or by calling the City Secretary's Office at 512-930-3651. The Preliminary Service and Assessment Plan and Assessment Roll are available for public inspection at the Office of the City Secretary, 808 Martin Luther King Jr. Street, Georgetown, Texas 78626, and online by selecting the agenda item for this matter from the link provided above.

Major Improvement Area Boundary Map



City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Drainage Improvements - Stormwater Quick Wins Rejection of Bid

SUGGESTED ACTION:
Consideration and possible action to reject the bid related to the Drainage Improvements – Stormwater Quick Wins project in the amount of $270,123.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
The scope of work included in this package associated with quick wins identified in the Stormwater Strategy Plan/Drainage CIP Plan (July 2024) includes improvements in five (5) separate areas with flume and inlet improvements, drainage improvements, sawtooth curb improvements, and bollard installation to help with drainage flumes.

The Drainage Improvements – Stormwater Quick Wins project was advertised for bids on June 17, 2026, and June 24, 2026, and bids were opened on July 10, 2026. A total of one (1) bid was submitted for the Drainage Improvements – Stormwater Quick Wins project.

The apparent low bidder was Dalrymple Gravel & Contracting Co., Inc. of New Braunfels, Texas in the amount of $270,123.00. After receiving the bid for the project, Halff, the design consultant, began analyzing the bid for completeness.

Due to the small size of the project, unit price volatility was expected. However, some of the unit prices for low quantity items were still much higher than anticipated. Unfortunately, when we reached out to several of the bidders that did not end up submitting a bid, it was determined that some had intended to provide a bid but were not able to due to extenuating circumstances or decided not to submit a bid based on the small nature of the project.

To promote a more competitive procurement process, staff recommends re-advertising the project and expanding outreach efforts to qualified contractors. These efforts are intended to increase bidder participation and improve competition.

Staff, as well as our design engineer, recommend rejecting the bid for the Drainage Improvements – Stormwater Quick Wins project.

FINANCIAL IMPACT:

SUBMITTED BY:
Daniel Havins, Systems Engineering

ATTACHMENTS:

LetterOfRecommendation_City_20260728.pdf

July 28, 2026

Mr. Jonathan Morales, Assistant CIP Manager
City of Georgetown
300 Industrial Ave #1
Georgetown, TX 78626

Re: Stormwater Quick Wins – Small Project Design
Bid No.202648
Letter of Bid Rejection

Dear Mr. Morales:

The Stormwater Quick Wins – Small Project Design project was advertised for public bids on June 17 and June 24, 2026, in the Williamson County Sun. Through the eBid portal, seven (7) plan and specification packages were downloaded by interested parties, including general contractors and plan rooms. On July 10, at 2:30 p.m. bids were received electronically through the City of Georgetown eBid portal for the construction of the Stormwater Quick Wins – Small Project Design project and then opened and publicly read aloud. Out of the seven (7) interested parties that requested plans and specifications, one (1) bid was received. The name of the bidder and total base bid amounts are summarized below.

1. Dalrymple Gravel & Contracting Co., Inc. $270,123.00

After reviewing the bids, several items were found that lead us to recommend rejection of all bids and re-bidding in the future. Due to the small nature of the project, unit price volatility was expected. However, some of the unit prices for low quantity items were still higher than anticipated. Additionally, it was found that multiple bid quantities did not reflect the actual plan quantities due to conversion discrepancies when creating the Bid Form, resulting in several key cost items driving the total price higher than it should have been. Thirdly, Halff reached out to several of the bidders that did not end up submitting a bid and determined that some had intended to provide a bid but were not able to due to extenuating circumstances or decided not to submit a bid based on the small nature of the project. Thus, in accordance with Section 00100, Article 19.01, we recommend that the City of Georgetown reject all Bids.

We propose re-advertising and re-bidding this project with an updated Bid Form to reflect accurate plan quantities. We also intend to engage in additional contractor outreach to attempt to receive multiple competitive bids.

Sincerely,

Andy Dutton
Senior Team Leader, Public Works

CITY OF GEORGETOWN
STORMWATER QUICK WINS - SMALL PROJECT DESIGN
BID TABULATION
July 23, 2026

Bidders	Dalrymple Gravel & Contracting Co., Inc.
Ackowledged Addenda	✓
Provided Bid Secuity (5%)	✓
Provided Information for Section 00400	✓
Total Base Bid Amount	$270,123.00

CITY OF GEORGETOWN
STORMWATER QUICK WINS - SMALL PROJECT DESIGN
BID TABULATION
July 23, 2026

Bidders	Dalrymple Gravel & Contracting Co., Inc.
Ackowledged Addenda	✓
Provided Bid Secuity (5%)	✓
Provided Information for Section 00400	✓

Bid Item	Item Description	Est. Qty	Unit Price	Amount
1	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	1	$13,000.00	$13,000.00
2	Perform All Necessary Site Preparation, complete in place as detail and specified	0.3	$100,000.00	$30,000.00
3	Owner Contingency/Force Account for the sole use of the owner to cover unanticipated costs	1	$30,000.00	$30,000.00
4	Removal and disposal of concrete riprap	10	$100.00	$1,000.00
5	Removal and disposal of concrete curb and gutter	34	$50.00	$1,700.00
6	Removal and disposal of concrete flume	10	$100.00	$1,000.00
7	Removal and disposal of inlet	1	$25,000.00	$25,000.00
8	Removal and disposal of concrete pipe	6	$50.00	$300.00
9	Removal and disposal of stone retaining wall	12	$50.00	$600.00
10	Furnish, install, and maintain concrete washout	1	$1,500.00	$1,500.00
11	Furnish, install, and maintain tree protection chain link fence and wood slats	186	$5.00	$930.00
12	Furnish, install, and maintain tree protection wood slats	8	$500.00	$4,000.00
13	Removal of tree protection chain link fence and wood slats	186	$1.00	$186.00
14	Removal of tree protection wood slats	8	$100.00	$800.00
15	Furnishing, Placing, and Maintain Block sodding as detailed and specified	82	$25.00	$2,050.00
16	Furnish, Install, and Maintain Silt Fence, complete in place as detailed and specified	272	$5.00	$1,360.00
17	Removal of Silt Fence, complete in place as detailed and specified	272	$1.00	$272.00
18	Furnish, Install, and Maintain Erosion Control Logs, complete in place as detailed and specified	55	$15.00	$825.00
19	Furnish, Install, and Paint Vehicular Double Swing Gate complete in place as detailed and specified	1	$10,000.00	$10,000.00
20	Furnish, Place, and Compact Earthen Embankment, complete in place as detailed and specified	3	$500.00	$1,500.00
21	Furnish, Install, and Compact Hot Mix Asphalt, complete in place as detailed and specified	62	$150.00	$9,300.00
22	Furnish and Install, Concrete Ripap, complete in place as detailed and specified	10	$800.00	$8,000.00
23	Furnish and Install Rock Riprap with a D50 of 12 inches at 15 inches thick, complete in place as detailed and specified	240	$25.00	$6,000.00
24	Furnish, Install, and Backfill 18 inch Reinforced Concrete Pipe, complete in place as detailed and specified	16	$200.00	$3,200.00
25	Furnish, Install, and Backfill 5'x5' PAZD RC Area Inlet, complete in place as detailed and specified	1	$25,000.00	$25,000.00
26	Furnish and Install Concrete Curb, complete in place as detailed and specified	160	$50.00	$8,000.00
27	Furnish and Install Concrete Gutter, complete in place as detailed and specified	76	$50.00	$3,800.00
28	Furnish and Install Class A Concrete Flume, complete in place as detailed and specified	71	$800.00	$56,800.00
29	Furnish and Install 6-inch Concrete Mow Strip, complete in place as detailed and specified	17	$800.00	$13,600.00
30	Furnish and Perform 2.5-Inch Mill and Overlay with Type C Hot Mix Asphalt, complete in place as detailed and specified	54	$100.00	$5,400.00
31	Furnishing and Placing Joint and Crack Sealer for Concrete Structures	1	$5,000.00	$5,000.00
Total Base Bid				**$270,123.00**

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
SRO Agreement with GISD for 2026-2027 School Year

SUGGESTED ACTION:
Consideration and possible action to approve the annual School Resource Officer interlocal agreement between the Georgetown Independent School District (GISD) and the City of Georgetown, Texas -- Cory J. Tchida, Police Chief

ITEM SUMMARY:
The agreement for 2026-2027 is substantially the same as the previous agreement with the only modification related to GISD reimbursing the City for NASRO expenses at the established GSA rates. GISD will continue to pay 100% of the costs of any SRO serving in a school outside the city limits.

FINANCIAL IMPACT:

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
2026-2027 SRO GISD Agreement.pdf

Interlocal Agreement Between

The Georgetown Independent School District

And

The City of Georgetown, Texas

For

The School Resource Program

THIS AGREEMENT, made and entered into this ___ day of _____, 2026 by and between THE GEORGETOWN INDEPENDENT SCHOOL DISTRICT, (hereinafter referred to as the "District", "GISD" or "Georgetown ISD"), and THE CITY OF GEORGETOWN, TEXAS, (hereinafter referred to as the "City"), sets forth the specific terms and conditions by which the School Resource Officer Program (hereinafter referred to as the "SRO Program") will be administered for the 2026-2027 school year.

SERVICE

Pursuant to Chapter 791, Texas Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act") the parties are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in § 37.081 of the Texas Education Code.

ASSUMPTIONS

A. The District and the City share a mutual goal of ensuring a learning environment in Georgetown that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools of Georgetown, Texas; and

B. The District and the City recognize the potential outstanding public safety benefits that the SRO Program will provide to the students, teachers, and staff of the public school system and all the citizens of Georgetown Texas; and

C. The District and the City desire to build and maintain a positive relationship between Police Officers and the youth of our community; and

D. The best interests of the District, the City, and the entire community will be served by establishing these programs; and

E. The District and the City desire to continue the SRO Program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the District and the City hereby agree as follows:

ARTICLE I

The SRO Program is hereby established in the public school system of Georgetown, Texas for the 2026-2027 school year beginning in August 2026 and ending in May 2027.

ARTICLE II

A. Number and Assignment of SROs

1. The Police Department shall assign one (1) regularly employed SRO to the Georgetown High School campus.

2. The Police Department shall assign one (1) regularly employed SRO to the East View High School campus.

3. The Police Department shall assign one (1) regularly employed SRO to the Tippit Middle School campus.

4. The Police Department shall assign one (1) regularly employed SRO to the Forbes Middle School campus.

5. The Police Department shall assign one (1) regularly employed SRO to the Benold Middle School campus.

6. The Police Department shall assign one (1) regularly employed SRO to the Wagner Middle School.

7. The Police Department shall assign one (1) regularly employed SRO who will serve as the Sergeant over the SRO Unit.

8. The SROs will be stationed at their respective campuses but will serve as needed in other areas and/or other campuses as mutually agreed upon between the Chief of Police and the Superintendent of Schools.

9. In the event of an emergency evacuation of a GISD campus to Celebration Church or any other reunification site that occurs during the school day, either an SRO or another Georgetown Police Department Peace Officer will be stationed at the reunification site if practical and available.

10. All SROs shall be full-time Georgetown Police Department employees that are certified Peace Officers for the State of Texas and meet all requirements as set forth by the Texas Commission on Law Enforcement, the City of Georgetown, and the Georgetown Police Department.

B. Qualifications

To be an SRO, an officer must first meet all of the following qualifications:

1. Shall be a commissioned officer and should have at least two (2) years of law enforcement experience;

2. Shall possess a sufficient knowledge of the applicable Federal and State laws, and City ordinances;

3. Shall be capable of conducting criminal investigations;

4. Shall possess even temperament and set a good example for students;

5. Shall possess communications skills that would enable the officer to function effectively within the school environment; and

C. Supervision

1. The day-to-day operation and administrative control of the officer will be the responsibility of the Georgetown Police Department. Responsibility for the officer's conduct, both personally and professionally, shall remain with the Georgetown Police Department.

   The Georgetown Police Department shall provide supervisory personnel to oversee the SRO Program. The Georgetown Police Department shall assign an SRO Sergeant as the supervisor to oversee the officers listed above. The Sergeant may be stationed at any campus mutually agreed upon by the Chief of Police and the Superintendent of Georgetown ISD.

D. Equipment & Training

The Georgetown Police Department shall provide the following, which are deemed necessary to the success of the SRO Program and to the performance of School Resource Officer's ("SRO's") duties:

1. Equipment:

   a. Georgetown Police Department uniforms.

   b. Standard duty gear.

   c. 800 MHz radio.

   d. Vehicle and all costs associated with the operation and maintenance of the vehicle.

e. All City software applications.

2. Training

a. All training required by TCOLE for officers of the State of Texas.

b. The City shall be responsible for funding all training, and all costs related to said training, in areas deemed necessary by the City.

E. School Marshal Program

1. The City will support any District "school marshal" program outlined in the District's Emergency Operations Plan and Board Policy, by:

a. Collaborating on the appropriate training for District employees designated as school marshals and authorized to carry firearms in crisis intervention, management of hostage situations, and other topics as the Board of Trustees or designee may determine necessary or appropriate.

b. Permitting the District designated school marshals to utilize Police Department facilities for any training, firearms practice, or fitness testing deemed necessary for operation of the District's school marshal program outlined in Board Policy. It is understood this is conditional on the scheduling and availability of Police Department facilities.

c. Providing assistance in identifying all necessary equipment for the conduct of the District's school marshal program outlined in Board Policy.

d. When requested, provide assistance to District designated school marshals in inspecting firearms for basic functionality. This is in no way intended as a substitute for any required firearms maintenance by a qualified gunsmith or armorer.

2. City will maintain the confidentiality of the identity of District employees authorized to possess a firearm under any District safety program to the extent allowed by state law.

ARTICLE III

A. Facilities & Equipment

The District shall provide the following, which are deemed necessary to the success of the Program and the performance of the SRO's duties:

1. Access to an air-conditioned and properly lighted private office that shall contain a telephone that may be used for general business purposes.

2. A desk with drawers, a chair, a worktable, a filing cabinet, and office supplies.

3. A computer with a minimum of 900 MHz Processor capable of accessing the City's network.

4. A location for files and records which can be properly locked and secured.

5. Secretarial assistance on an as-needed basis.

6. Office supplies required in the performance of their duties as an SRO.

B. Training

1. The District shall be responsible for funding all costs with attendance at the National School Resource Officers Training Conference.

2. The District shall be responsible for funding all training and related costs in areas deemed necessary by the District.

C. Personnel

1. Campus personnel that observe a criminal act or matter requiring attention or action by the SRO shall serve as a witness to said act. Witnessing includes, but is not limited to, a verbal account of actions involved, preparing a signed written report detailing all the circumstances of the act, and testifying in any court in which a criminal complaint has been filed in the prosecution of said act.

2. The District shall provide an opportunity for the SRO to address teachers and school administrators regarding criminal justice or safety matters relating to students, teachers, or staff during in-service workdays.

3. The District shall provide and encourage classroom participation by SROs.

4. The District shall communicate to the SRO Program Supervisor any expectations or requested changes to the SRO Program in future years.

ARTICLE IV

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SRO.

A. Duty Hours of School Resource Officers

1. The SRO shall be assigned to the appropriate campus on a full-time basis. The workweek of the SRO shall consist of no more than 40 hours in accordance with Section 142.0015 of the Texas Local Government Code.

2. The Campus Principal and the SRO Supervisor shall agree upon the assigned SRO's work schedule in accordance with Section A.1. above. Assigned SROs must agree to hours in excess of 40 during a calendar week. Work in excess of 40 hours in a calendar week shall be compensated in accordance with Article IV, Section B. During their daily tour of duty, the SRO may be off campus to perform tasks as required by their assignment. Any time the SRO will be off campus, the SRO will notify the Principal,

or the Principal's designee, prior to their absence.

3. Time spent by the SRO attending mandatory training or court arising out of their employment as a Police Officer shall be considered as hours worked under this Agreement.

4. The regular workday hours of the SRO may be adjusted by the School on a temporary basis for specific situations. These adjustments will require the prior approval of the SRO Supervisor.

5. The City may temporarily reassign the SRO for situations deemed to be a Public Safety emergency.

6. Leave time should routinely be taken at times when the school is not in session. The SRO Supervisor and the Principal of the campus to which they are assigned must approve all requests for leave time during the SRO's normal work periods.

B. Overtime Hours for School Resource Officer

1. If the District requests the officer to work in excess of 40 hours within a workweek, the District will reimburse the City for the additional hours at the officer's overtime rate as billed by the City.

2. If the City requests the officer to work in excess of 40 hours within a workweek, the City will be responsible for paying for the additional hours in accordance with established overtime procedures.

3. Officers who enter into a contractual agreement with the District for school-related duties such as coaching duties, intramural after-school programs, or teaching shall be paid by the District in accordance with the District's established procedures. Such contractual agreements shall receive the prior approval of the SRO Supervisor and must be in accordance with Georgetown Police Department and District policy.

4. SROs shall have first priority to work "Direct Pay" overtime hours authorized by school administration, at their respective campus, for security, sporting events, and other special programs or projects. All overtime worked shall be payed by the District in accordance with District policy.

C. Overtime for Backfill Coverage

1. During SRO absences such as mandatory training, authorized vacation, or short-term illness the affected campus will be without an SRO. Options for coverage under these circumstances will include, but are not limited to the following:

   a. place remaining SROs "on call" for the affected campus;

   b. assign remaining SROs to share time across campuses; or

   c. backfill vacancy via “Direct Pay” assignment of an off-duty officer to be paid by GISD.

2. During SRO absences not identified in Article IV.C.1., the Chief of Police and the Superintendent of Georgetown ISD or their designee will collaborate to reach a mutually beneficial decision to ensure adequate campus coverage based upon the anticipated duration of the SRO absence. Options for coverage under these circumstances will include, but are not limited to the following:

    a. place remaining SROs "on call" for the affected campus;

    b. assign remaining SROs to share time across campuses;

    c. backfill vacancy via “Direct Pay" assignment of an off-duty officer to be paid by GISD;

    d. backfill vacancy via internal assignment of an officer to be paid by the City; or

    e. reassignment of a new SRO to the position.

ARTICLE V

Duties of the officers and SRO Supervisor involved in the program shall include, but not be limited to, the following:

A. Duties of SROs Assigned to the School

The following shall be in addition to, and not in lieu of, and will in no way relieve the City of its obligation to provide, routine patrol services on the same basis as are provided to other School campuses or other properties within the City.

1. Duties and responsibilities of the SRO:

    a. Protect the lives and property of the students, teachers, staff members and visitors of the GISD school campuses as directed.

    b. Enforce Federal, State, and Local criminal laws and ordinances.

    c. Investigate criminal activity and accidents occurring at assigned campuses.

    d. Provide traffic control during the arrival and departure of students on an as- needed basis, based upon a law enforcement determination of need.

    e. Provide assistance to other law enforcement officers with outside investigations concerning GISD students or in matters regarding their school assignment.

    f. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

    g. Make the principal of the school aware of any law enforcement action taken, as soon as practicable.

    h. At the principal's request, take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school

functions, to the extent that the SRO may do so under the authority of law.

i. Advise the principal before requesting additional police assistance on campus, when practicable.

j. Coordinate their activities with the principal and staff members concerned.

k. Seek permission, advice, and guidance prior to enacting any program within the School.

l. Encourage individual and small group discussions with students, to further establish rapport with the students.

m. Make themselves available for conference with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.

n. Become familiar with all community agencies offering assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

o. Coordinate all security efforts at their assigned campuses including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will incorporate input from campus staff, students and parents.

p. Assist the principal in identifying situations or school protocol, on campus or during school-sponsored events, which have a potential for becoming dangerous situations, and develop action plans, through long-term problem solving, in an attempt to prevent or minimize their impact.

q. Maintain detailed and accurate records of the operation of the School Resource Officer Program.

r. School Resource Officers are not to be used for routine administrative duties such as lunchroom duty, hall monitor duty, bus duty, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is solved.

s. Become familiar with all District policies and procedures, including but not limited to Board Policy, and the operation of any safety and security program outlined in the District's Emergency Operations Plan.

2. Instructional responsibility of the SRO at the secondary schools:

a. All instruction by the SRO shall be as a guest speaker. The Principal or a member of the faculty may request the SRO to provide instruction. The SRO shall not be asked to teach on a full-time basis.

b. Make a variety of specialized, short-term law-related presentations available to the

high school faculty and students.

c. Develop expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of the police officer and the police mission, and other topics that relate to student or school safety.

3. Duties and Responsibilities of Supervisor

a. Program development and administration.

b. Approve reports, oversee problem-solving efforts, and provide leadership, training, direction, and evaluations.

c. Establish rapport with the school Principals and GISD staff.

d. Perform scheduled and non-scheduled visits to the school campuses.

e. Liaison with School Principals.

ARTICLE VI

Financing of the SRO Program

The District and the City each agree to pay 50% of the total annual cost associated with the SRO Program for schools located within the incorporated city limits of Georgetown, which will include salary, benefits, and all other related costs not specifically addressed elsewhere in this agreement. The District and the City agree that the District will pay 100% of the total annual cost associated with the SRO Program for schools located outside the incorporated city limits of Georgetown, which will include salary, benefits, and all other related costs not specifically addressed elsewhere in this agreement.

The District agrees to provide 100% of National Association of School Resource Officers (NASRO) training for all SROs governed by this agreement. The District will reimburse the City at GSA rates in effect for the area where the NASRO training occurs plus the registration fee for the training. The City agrees to designate the SROs to receive this training by notice to the District.

The City will prepare an itemized summary of the total program cost for the school year immediately approaching and submit it to the District each year prior to the passage of the District's budget in order to estimate an approximate budgetary amount payable by each entity.

The City will prepare and submit an invoice to the District, payable to the City, during the term of the school year.

ARTICLE VII

Dismissal of SRO; Replacement

A. In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing their duties, the Principal shall request a meeting with the SRO Supervisor in an attempt to correct the situation.

B. If the working relationship between the Principal and the SRO does not improve, mediation between the two parties may be held to attempt to resolve any problems that still exist.

C. If within a reasonable amount of time after such mediation the problems cannot be resolved, the Principal may recommend to the SRO Supervisor that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing.

D. The Chief of Police and the Superintendent of Georgetown ISD shall jointly determine the status of the SRO and a replacement shall be made if the SRO is removed from the assigned campus.

E. The Chief of Police may dismiss or reassign an SRO based upon Department Rules, Regulations, and/or General Orders or when it is in the best interest of the District or the City.

F. In the event of the resignation, termination, dismissal, or reassignment of an SRO the City shall provide a replacement for the SRO within thirty (30) school days of receiving notice of such.

G. In the event of a long-term absence by an SRO, the City shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence until such time as the SRO may reassume their duties.

H. Transfers will not be permitted during the school year, except under special circumstances such as vacancies or promotions or when it is deemed in the best interest of the program and subject to the joint approval of the Chief of Police and the Superintendent of Georgetown ISD. SROs requesting transfer to a new school should submit a request in writing prior to the beginning of the school year.

ARTICLE VIII

Termination of Agreement

This agreement may be terminated by either party upon thirty (30) days written notice that either party has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.

Either party, upon ninety (90) days written notice, may terminate this Agreement without cause. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City and the District for all services performed to the date of termination.

ARTICLE IX

Access to Education Records

A. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks, unless a parent or a student over 18 years has previously requested confidentiality. SROs may also reasonably inspect and/or copy confidential student education records in situations involving safety

and security. Access to such records shall be made with notice and approval of the relevant school administrator and in compliance with the Family Educational Rights and Privacy Act (FERPA). The parties agree that SROs will not share confidential student education records with other law enforcement personnel except in compliance with FERPA, other legal requirements, and the terms of this Agreement.

B. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals and that an SRO needs personally identifiable information from education records to protect the health or safety of the student or other individuals, school officials may disclose to the SRO and any other appropriate law enforcement personnel that information that is needed to respond to the emergency situation. Such a determination shall be made by the District based on the totality of the circumstances, including the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

C. If confidential student records information is needed and requested by other law enforcement personnel who are not designated SROs, and the District has not determined that an emergency situation exists, the information may be released only in compliance with the Family Education Rights and Privacy Act (FERPA) and/or other applicable law upon the issuance of a search warrant or subpoena to produce the records.

ARTICLE X

Notices

Any and all notices or any other communication herein required or permitted shall be in writing, and may be effected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

Superintendent Devin Padavil, Ed.D.
Georgetown Independent School District
507 E. University Ave.
Georgetown, TX 78626

Chief Cory Tchida
Georgetown Police Department
3500 D B Wood Rd.
Georgetown, Texas 78628

ARTICLE XI

Good Faith

The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation. Each party hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.

ARTICLE XII

Entire Agreement

This document constitutes the full understanding of the parties and supersedes all prior understandings and agreements between the parties. No terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be charged.

ARTICLE XIII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the City is obtained.

ARTICLE XIV

Invalid Provisions

Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

ARTICLE XV

Applicable Laws

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

ARTICLE XVI

Renewal of Agreement

Unless written notice of a party's intent not to renew this Agreement is given to the other party before the date of termination, this Agreement will automatically be renewed for an additional one (1) year term beginning on August 1 and terminating on May 31 of the ensuing year.

ARTICLE XVII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, this the _____ day of _____, 2026, for the 2026-2027 school year.

[Signatures on the following pages.]

THE GEORGETOWN INDEPENDENT SCHOOL DISTRICT

_____	_____
Superintendent	School Board President

THE CITY OF GEORGETOWN

CITY OF GEORGETOWN

By:_____

Name: Josh Schroeder, Mayor

Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Homeland Security Memorandum of Understanding

SUGGESTED ACTION:
Consideration and possible action to approve a Memorandum of Understanding between U.S. Immigration and Customs Enforcement, Homeland Security Investigations and the City of Georgetown and authorize the Police Chief to execute -- Cory J. Tchida, Police Chief

ITEM SUMMARY:
This Memorandum of Understanding establishes a limited partnership between the Georgetown Police Department and Homeland Security Investigations (HSI) to allow only designated Georgetown Police K9 officers to assist HSI agents when a trained police canine is needed.

Under this agreement, qualified K9 officers may receive a federal “Customs Officer (Excepted)” designation solely to support HSI operations requiring canine capabilities while remaining within all existing laws and departmental policies.

The MOU does not grant authority to enforce immigration administrative violations and does not expand enforcement powers beyond what is necessary for canine assistance. It simply formalizes training, coordination, and accountability between the agencies to ensure safe, lawful, and effective use of Georgetown PD’s K9 resources when requested by HSI.

FINANCIAL IMPACT:

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
Georgetown PD - Title 19 MOU.pdf

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

City of Georgetown

regarding

THE DESIGNATION OF City of Georgetown **EMPLOYEES**

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and City of Georgetown .

2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Texas Law, as applicable.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of City of Georgetown.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of City of Georgetown to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

The Parties agree as follows:

<u>HSI agrees to:</u>

a. Designate certain employees of City of Georgetown as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;

b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;

c. Provide appropriate training in laws, policies, and procedures to each designated employee;

d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and

e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq*.).

City of Georgetown agrees:

a. That only sworn law enforcement officers of City of Georgetown who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);

b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);

c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;

d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;

e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and

f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and

b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and City of Georgetown.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI Austin	Georgetown Police Department:
Name: Barrett R. McDaniel	Name: Cory Tchida
Title: Assistant Special Agent in Charge	Title: Chief
Address: 903 San Jacinto Blvd, Suite 240	Address: 3500 D.B. Wood Road
Austin, Texas 78701	Georgetown, Texas 78628
Telephone Number: (512) 771-6147	Telephone Number: (512)930-2500
Fax Number: (512) 916-5503	Fax Number:
E-mail Address: barrett.r.mcdaniel@hsi.dhs.gov	E-mail Address: Cory.Tchida@georgetowntexas.gov

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

_____	_____
John A. Pasciucco Acting Special Agent in Charge Homeland Security Investigations U.S. Immigration and Customs Enforcement	Cory Tchida Chief of Police Georgetown Police Department
Date: _____	Date: _____

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Regional Vehicle-Related Crime Task Force Interlocal Agreement

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement between Georgetown, Round Rock, Hutto, Cedar Park, Leander, Pflugerville, and Williamson County to create a regional vehicle-related crimes task force -- Cory J. Tchida, Police Chief

ITEM SUMMARY:
This agreement establishes a collaborative taskforce between the Cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, Pflugerville, and Williamson County to address vehicle-related crimes in Central Texas.

Purpose:

- Form a multi-agency team to investigate and reduce vehicle burglaries, auto thefts, and catalytic converter thefts.
- Enhance public safety and efficiency through shared resources, intelligence, and coordinated enforcement.

Key Features:

- Participating law enforcement agencies work together, sharing personnel, equipment, and information.
- The taskforce operates under a Board of Directors made up of police chiefs and the county sheriff.
- Officers retain their agency affiliation but are empowered to operate across jurisdictions.
- The agreement outlines operational standards, supervision, and protocols for collaboration and accountability.
- Funding and equipment responsibilities are shared, with provisions for grants and annual renewal.

Public Impact:

- This partnership aims to provide more effective investigations, deter vehicle crimes, and promote community safety through regional cooperation.

FINANCIAL IMPACT:

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
Vehicle Burglary Task Force ILA.pdf

RESOLUTION NO. R-2026-022

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock ("City") wishes to enter into an Interlocal Cooperation Agreement with the Cities of Hutto, Cedar Park, Georgetown, Leander, Pflugerville and Williamson County regarding the creation of a Regional Vehicle Burglary Suppression Taskforce, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Cooperation Agreement with the Cities of Hutto, Cedar Park, Georgetown, Leander, Pflugerville and Williamson County, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 22nd day of January, 2026.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

EXHIBIT
A

STATE OF TEXAS §
§
COUNTIES OF TRAVIS AND WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is executed as of this ____ day of _____, 2025, by and between the City of Round Rock ("Round Rock"), the City of Hutto ("Hutto"), the City of Cedar Park ("Cedar Park"), City of Georgetown ("Georgetown"), City of Leander ("Leander"), City of Pflugerville ("Pflugerville") (collectively the "Cities"), and Williamson County (the "County") each of which being a home-rule municipal corporation and/or a political subdivision of Texas (collectively the "parties"), acting by and through their duly authorized representatives.

WHEREAS, the City Councils of the Cities ("Councils") and the County Commissioners Court ("Commissioners Court") each desire to provide highly proficient and professional investigations of auto related crime for their respective communities and the Central Texas region; and

WHEREAS, the Councils and Commissioners Court have each determined that contracting for and with respect to the government services hereinafter described to be performed as a joint effort by each of the Cities and the County will result in increased efficiency and economy, making the most efficient use of their authority and scarce resources by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide a vital service that will best meet and promote the public safety, and welfare of the citizens of the Cities and the County; and

WHEREAS, the Councils and Commissioners Court are each authorized to enter this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Councils and Commissioners Court each desire to contract with one another in order to expressly define the Cities' and County's respective roles and responsibilities; and

WHEREAS, each Council and Commissioners Court finds that this Agreement will result in improved services being provided more economically and efficiently and

increased public safety, and welfare for the residents of the Cities and the County;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the Cities and the County under this Agreement, the Cities and the County hereby contract, covenant, and agree to provide governmental services and functions as follows:

1. Formation of Regional Vehicle Burglary Suppression Taskforce.

The Cities and the County hereby form the Regional Vehicle Burglary Suppression Taskforce ("Taskforce"), a cooperative effort of the jurisdictions and law enforcement agencies identified herein, for the purpose of creating and sustaining an investigative team of trained, highly skilled law enforcement personnel, in order to provide a highly proficient and professional investigative resource for their respective communities and the Central Texas region.

2. Mission Statement.

The Taskforce is committed to protecting the communities of Travis and Williamson Counties by aggressively investigating and reducing vehicle-related crimes, including auto theft, vehicle burglaries, and catalytic converter theft. Through a collaborative, multi-agency approach, the Taskforce strives to hold offenders accountable, recover stolen property, and enhance public safety.

The Taskforce will work proactively by conducting thorough investigations, targeting criminal networks, and engaging in proactive enforcement efforts. Additionally, the Taskforce is dedicated to educating the public and partnering with vehicle-related businesses to implement crime prevention strategies and compliance inspections.

3. Participating Law Enforcement Agencies.

The following law enforcement agencies are identified as Taskforce participants: Round Rock Police Department, Cedar Park Police Department, Georgetown Police Department, Hutto Police Department, Leander Police Department, Pflugerville Police Department, and Williamson County Sheriff's Office ("Participating Law Enforcement Agencies" or "Agencies"). Law enforcement agency participants may be added or removed by written amendment of or addendum to this Agreement.

A representative from a Participating Law Enforcement Agency that is participating in Taskforce activities remains an employee of his/her respective agency and must comply with his/her respective agency's policies and procedures. Nothing in this Agreement should be construed to imply anything different.

4. Effective Date; Term and Termination of Agreement.

a. This Agreement shall be effective from the date of execution for a term of one (1) year (the "Initial Term").

b. From and after the Initial Term, this Agreement shall be automatically and annually renewed, effective as of the anniversary of the effective date.

c. Notwithstanding any other provision hereof, any party may withdraw from the Taskforce and terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of termination to all other parties. This entire Agreement may be terminated and the Taskforce dissolved at any time by writing signed by all parties.

5. Commitments of the Participating Agencies.

Each Participating Law Enforcement Agency commits to further the mission of the Taskforce, at no cost to the Agency, by acting with general spirit of cooperation and collaboration with other participating agencies on matters related to the Taskforce, and specifically by:

a. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region.

b. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the Taskforce, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of criminals.

6. Operations.

a. Definitions:

i. Auto-related Crime – crimes associated with a vehicle, such as theft of a vehicle, burglary of a vehicle, theft of parts, specifically catalytic converter from a vehicle or other crimes deemed to be auto-related and workable by taskforce officers.

ii. Investigative Supervisor – an individual of the rank of sergeant or above who is responsible for the daily supervision of the investigators assigned to the taskforce, which includes officers conducting investigations assigned through the taskforce.

iii. Taskforce Commander – an individual of the rank of Lieutenant or above appointed by the Board of Directors responsible for the oversight and supervision of the investigative team.

iv. Lead Agency – The agency responsible for the oversight and supervision of the taskforce operations and investigations. This designation is agreed upon by the Board of Directors.

b. All Taskforce operations shall be governed by a Board of Directors to be comprised of the Chiefs of Police or their designee from the Cities and the Sheriff or its designee from the County.

c. The Board of Directors shall designate a "Taskforce Commander" to be responsible for oversight and supervision of the investigative team. The "Taskforce Commander" shall be the rank of Lieutenant or above.

d. The Taskforce Commander will answer to and provide quarterly updates to the Board of Directors on the following:

i. Team Operations such as salvage business inspections, covert operations, arrests, assistance to other agencies and public awareness education
ii. Training Activities
iii. Investigation Overview
iv. Equipment Deployment
v. Budget Updates

e. The Chief of Police from each Participating Law Enforcement Agency shall designate a representative or representatives who shall be authorized to participate in investigative operations, including but not limited to:

i. Field operations such as inspections, or educational activities
ii. Criminal investigation and apprehension
iii. Interview and interrogation
iv. Surveillance
v. Information analysis

j. Any peace officer assigned to the Taskforce by a government entity which is a party to this Agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdiction of the county and municipal entities signatory to this Agreement, including the power to make arrests, execute search warrants, and investigate auto related offenses outside of the geographical jurisdiction from which he or she is assigned, but within the area covered by the jurisdictions of the counties and municipal entities which are parties to this Agreement.

k. While functioning as a peace officer assigned to the Taskforce, he or she shall have all the law enforcement powers of a regular peace officer of such other political entity.

l. In the event that any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action risen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no entity shall be responsible for the acts of a peace officer of another entity assigned to the Task Force. Each entity participating herein indemnifies and holds all other participating entities harmless for all acts of its own officers and employees acting here under, to the full extent permitted by law.

7. Personnel; Direction and Performance Standards.

a. The Board of Directors shall ensure the Taskforce operates under only the most current best practices and widely accepted protocols in the investigative field, including deliberate and regular review of current trends, case law, operational debriefs and investigative publications.

b. The Board of Directors or their designee shall establish policies and procedures governing the process for selecting and retaining team personnel. This shall include:

i. Minimum proficiencies for each assignment
ii. Attendance to training and operations
iii. Personal and professional behavior

iv. Performance during operations and investigations
v. Protocols for removing substandard personnel

c. Officers or employees assigned to work with the Taskforce shall report to the investigative supervisor for any operation or investigation.

d. When officers conduct general investigative duties, they shall communicate intelligence and investigative information to other team members regularly to keep others informed and to deconflict investigative information or targets.

e. Each Participating Law Enforcement Agency shall provide the necessary equipment (vehicle, firearm, protective equipment, computer, etc.) to their officer or employee to conduct any investigative or operational work.

f. If an outside agency has criminal activity that it is requesting the Taskforce to investigate or needs assistance from the Taskforce, it should notify the Taskforce Commander for case adoption, approval or guidance. If the requesting agency is a Participating Law Enforcement Agency, the criminal activity can be reported through the Participating Law Enforcement Agency's assigned officer to be adopted by the Taskforce.

8. Finances.

a. Equipment purchased by the Taskforce Lead Agency is the responsibility of that agency and should be deployed or utilized to meet the mission and objective of the taskforce. The utilization is at the discretion of the Taskforce Commander or the Board of Directors.

b. Each Participating Law Enforcement Agency agrees to furnish the necessary equipment, resources and facilities and to render services pursuant to this Agreement; provided however, no Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.

c. Each Participating Law Enforcement Agency shall absorb the costs of training for its own personnel, unless otherwise stated for specific training.

d. Upon withdrawal from this Agreement, a withdrawing Participating Law Enforcement Agency shall keep and maintain any equipment purchased

by that Agency for the Taskforce. Upon termination of this Agreement, equipment purchased for the Taskforce will be kept and maintained by the Agency that originally purchased that equipment.

e. The parties acknowledge that funding under this Agreement will be made from current revenues available to each party, respectively, and funds for the participation in this Agreement, if any, have been provided through the parties' respective budgets approved by their governing bodies for the current fiscal year only. However, the cost of services covered by this Agreement is a recurring obligation and shall be considered a standard and routine expense of the Participating Law Enforcement Agencies for inclusion in each party's proposed budget throughout the term of this Agreement.

f. Participating Law Enforcement Agencies may pursue grant funds at their discretion to fund positions or equipment in support of this Agreement. Application, management, documentation and distribution of those funds will be the responsibility of the receiving Participating Law Enforcement Agency. The award of funds from any grant will be the utilized in accordance with policies, procedures, or statutes associated with the grant and shall not interfere with the operation or function of the Taskforce. Nothing prevents the Taskforce from pursuing grants to further the mission of the Taskforce.

9. Grants of Authority.

For law enforcement purposes associated with this Agreement, peace officers of the Participating Law Enforcement Agencies designated to be members of the Taskforce are granted full peace officer authority throughout the jurisdictions of the Participating Law Enforcement Agencies and have the same powers, duties, rights, privileges and immunities as if the officers were performing duties inside their own jurisdiction; however, nothing herein this Agreement shall be deemed to extend or limit the jurisdiction of any party except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement, all governmental and proprietary functions and services traditionally and legally provided by each party hereto this Agreement shall be and remain the sole responsibility of each party, respectively.

10. Contract Supervision and Controls; Notices.

The parties shall each monitor, review, and provide oversight and supervision of the services as they are provided and each hereby agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other parties shall be in writing and directed via U.S. Mail or hand delivery, and facsimile or email, to all other parties at the following addresses:

City of Round Rock
Attn: Chief of Police
2701 N. Mays Round Rock, Texas 78665
Email: abanks@roundrocktexas.gov

11. Governmental Services; Independent Contractor.

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities, the services provided for herein are governmental functions, and the Cities and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Cities and the County shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors.

12. Interlocal Cooperation.

The Cities and the County agree to cooperate with each other, in good faith and at all times during the term hereof, in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

13. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility, or right as to any party, except with respect to the receipt and provision of services specifically set forth in this Agreement.

14. No Indemnification.

It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; and that no party shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided by law.

15. Preservation of Immunity.

Nothing herein this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any part, nor to create any legal or equitable right or claim on behalf of any third party.

16. Entire Agreement.

This Agreement (including any and all exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all parties pursuant to authorization of their respective Councils or Court.

17. Applicable Laws.

This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Williamson or Travis County, Texas, and venue for any action arising under this Agreement will be in Williamson or Travis County, Texas, wherever the action may have occurred. As this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, all its terms and provisions shall be construed and interpreted consistently with the Act.

18. Severability.

If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

19. Waiver by Party.

Any failure by a non-defaulting party to provide notice of default to a defaulting party under this Agreement shall not be deemed an act of default, nor shall such failure constitute a waiver of that or any future act of default. Unless otherwise provided in writing by the waiving party, a waiver by any of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a onetime waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

20. Execution in Counterparts.

This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by their respective officers thereunto duly authorized as of the date first written above.

SIGNED AND EXECUTED this ____ day of _____, 2025.

[Signatures on the following pages]

City of Round Rock, Texas

Signature of Authorized Official

1/27/2026
Date

ALLEN J. BANKS
Name

POLICE CHIEF
Title

City of Cedar Park, Texas

Signature of Authorized Official	Date
Name	Title

City of Georgetown, Texas

By: _____ Date: _____

Name: Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Hutto, Texas

Signature of Authorized Official	Date
Name	Title

City of Leander, Texas

Signature of Authorized Official	Date
Name	Title

City of Pflugerville, Texas

Signature of Authorized Official	Date
Name	Title

County of Williamson, Texas

Signature of Authorized Official	Date
Name	Title

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Renewal of Consulting Agreement with Clean Energy Capital Securities LLC

SUGGESTED ACTION:
Consideration and possible action to approve the first renewal of a consultation agreement with Clean Energy Capital Securities LLC for financial strategy and advisory services regarding water acquisition projects in an amount not to exceed $120,000.00; and to authorize the City Manager to renew the agreement for up to two additional one-year terms in an amount not to exceed $120,000.00 per renewal term -- Zane Brown, Strategic Projects Manager

ITEM SUMMARY:
Clean Energy Capital Securities, LLC provides strategic consulting services to the City on its groundwater negotiations. These services will continue to be necessary as the City continues to negotiate a groundwater supply agreement.

FINANCIAL IMPACT:
$120,000.00

SUBMITTED BY:
Zane Brown, City Manager's Office

ATTACHMENTS:
CC090826 25-0129-CC-R1 Clean Energy Captial_Renewal 1_08.17.pdf

CONTRACT ROUTING FORM

Contract No. 25-0129-CC-A1 Project No._____ Bid No._____ RFP No. 2024100

☐ New Contract ☐ Renewal ☐ Change Order ☒ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Clean Energy Capital Securities, LLC

CONTRACT DESCRIPTION: Amendment No. 1 Financial Advisory for Water Resource Planning - Renewal No. 1

CONTRACT VALUE: $120,000

GL ACCT NO/COST CENTER/FUND:

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrego _____ 8/27/2026
PURCHASING DATE

_____ _____
LEGAL DEPARTMENT DATE

_____ _____
DIRECTOR ADMINISTERING CONTRACT DATE
(greater than $25,000)

APPROVED and EXECUTED

N/A _____ _____
DIRECTOR DATE
($25,000 or less)

N/A _____ _____
CITY MANAGER/ASST CITY MANAGER DATE
($100,000 or less)

_____ _____
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

_____ _____
PURCHASING DATE

For Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: ON FILE	☐ Permanent (Record Retention)
Performance Bond: X	Originals sent to CSO:
Payment Bond: X	Scanned into Laserfiche/Global:
Form 1295: 2026-1506399	Council Date: 9/8/2026 Item No.:
Attorney: Audrey Schnitz	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1506399

Date Filed:
08/24/2026

Date Acknowledged:
8/27/2026

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

Clean Energy Capital Securities LLC
Sausalito, CA United States

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

City of Georgetown

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.

25-0129-CC-R1
Financial Advisory Services for Water Resource Planning and Supply Services

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

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

6 UNSWORN DECLARATION

My name is Shannon Keen, and my date of birth is 09/19/1974.

My address is 2138 Hatfield Rd, Pearland (city), TX (state), 77581 (zip code), USA (country).

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

Executed in Brazoria County, State of Texas, on the 24 day of August (month), 2026 (year).

SKeen

Signature of authorized agent of contracting business entity
(Declarant)

Renewal No. 1
to the Agreement between
Clean Energy Capital Securities LLC
and the
City of Georgetown, Texas

This First Renewal Agreement ("First Renewal") is entered into by and between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation ("City"), and **CLEAN ENERGY CAPITAL SECURITIES LLC** ("Company"), referred to collectively as the "Parties".

WHEREAS, on February 11, 2025, the Parties entered into an agreement for financial strategy and advisory services regarding water acquisition projects, Contract No. 25-0129-CC ("Original Agreement"); and

WHEREAS, the Original Agreement provided an Initial Term to begin on the date signed by the City through September 30, 2026, for an amount not to exceed $200,000.00; and

WHEREAS, the Original Agreement provided the option to renew for three (3) additional one (1) year renewal terms for a total of four (4) years in an amount not to exceed $120,000.00 per renewal term; and

WHEREAS, on August 26, 2025, the Parties amended the Original Agreement to increase the not-to-exceed amount of the Initial Term from $200,000.00 to $400,000.00; and

WHEREAS, the Parties desire to renew the Original Agreement, as amended, for a First Renewal Term to begin on October 1, 2026, and end on September 30, 2027, in accordance with the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for a First Renewal Term which will begin immediately upon the expiration of the Initial Term and will end on September 30, 2027, this being the First Renewal Term.
2. The total compensation for the First Renewal Term shall not exceed $120,000.00.
3. All other terms of the Original Agreement, as amended, not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement, as amended, remains unchanged and in full force and effect, subject to its terms.
4. This First Renewal is effective on the date executed by the City.

[signature page follows]

CLEAN ENERGY CAPITAL SECURITIES LLC

By: _____

Printed Name: David M. Moore

Title: Managing Director

Date: August 21, 2026

CITY OF GEORGETOWN

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kristi Thorpe	
Golsan Scruggs	PHONE (A/C, No, Ext): (503)244-0297	FAX (A/C, No): (503)244-0298
	E-MAIL ADDRESS: kthorpe@golsanscruggs.com	
16325 Boones Ferry Rd, Ste 101	INSURER(S) AFFORDING COVERAGE	NAIC #
Lake Oswego OR 97035	INSURER A : Markel American Insurance Company	
INSURED	INSURER B :	
Clean Energy Capital Securities LLC	INSURER C :	
	INSURER D :	
207 Santa Rosa Ave	INSURER E :	
Sausalito CA 94965	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Misc E&O 2025/2026 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PL90369A	9/27/2025	9/27/2026	Per Claim / Aggregate	$2MM / $2MM
							Retention	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is included for the Named Insured and advisors of the Named Insured for Municipal Avisory services subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth Golsan/THORPE K.R. Golsan

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City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Construction Contract with Keeley Construction Inc. for Park Water Treatment Plant PFAS Pilot Study

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to Keeley Construction Inc., from New Braunfels, TX, for the Park Water Treatment Plant (WTP) PFAS Pilot Study in the amount of $229,500.00 -- Wesley Wright, PE, Systems Engineering Director and David Herzog, CIP Manager

ITEM SUMMARY:
On April 10, 2024, the EPA implemented new regulations aimed at reducing PFAS levels in drinking water to safeguard public health and the environment. Public water systems have until 2029 to implement solutions if PFAS levels exceed regulatory limits. Initial monitoring must be completed by 2027.

This project includes the procurement of two media skids, 500-gallon polyethylene equalization tank, sodium bisulfite system, and all associated piping needed. During this study, there will be multiple samples taken and submitted, and once all samples are completed, this equipment will be removed.

This project was publicly advertised on June 10, 2026, and June 17, 2026. On July 9, 2026, at 2 p.m., we received three (3) competitive bids. The low qualified bidder for this project was Keeley Construction from New Braunfels, TX, in the amount of $229,500.00. Keeley Construction has completed projects in similar scope and size.

With this contract, substantial completion is within 60 calendar days from notice to proceed, and final completion is 30 days after written notice of completion of pilot activities.

STAFF RECOMMENDATION:
Staff and Freese & Nichols recommend awarding a construction contract for the Park WTP PFAS Pilot Study to Keeley Construction of New Braunfels, TX in the amount of $229,500.00.

BOARD RECOMMENDATION:
This item was unanimously approved at the August 14, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY26 budget, PRJ000770.

SUBMITTED BY:

Shawn Gunnin, Systems Engineering

ATTACHMENTS:
SGPWTP_PFAS_Pilot_Study_Recommendation_of_Award_Letter__Bid_Tab___Exhibit.pdf

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Innovative approaches
Practical results
Outstanding service
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www.freese.com

July 16, 2026

Timothy Walker
Assistant Water Utility Director
City of Georgetown
510 W. 9th Street
Georgetown, Texas 78626

Re: SGPWTP PFAS Pilot Study
FNI Project No. GEO25298
City of Georgetown Bid Number 202628
Recommendation of Award of Contract

Mr. Walker,

On July 9, 2026, a total of three (3) bids were received by the City of Georgetown (City) for the above referenced project. Bids were reviewed and checked for mathematical accuracy. The bidders and bid amounts are as follows:

No.	Bidder	Base Bid Amount
1	Prime Spec Construction	$283,942.00
2	Archer Western	$255,000.00
3	Keeley Construction	$229,500.00

Based on their Statement of Qualifications and the references checked, Keeley Construction appears to be qualified and capable of performing the work for this project. Based on this information, Freese and Nichols, Inc. recommends that the City of Georgetown award the Contract for the referenced project to **Keeley Construction** for the amount of **$229,500.00**.

We appreciate the opportunity to be of service to this City in this phase of the project. If you have any questions or concerns, please let us know.

Sincerely,

Ashley Boullioun, P.E.
Project Manager
Freese and Nichols, Inc.

Attachments:
Attachment A – SGPWTP PFAS Pilot Study Bid Tabulation

Attachment A
SGPWTP PFAS Pilot Study Bid Tabulation

Item	Bid Items Description	Unit	Quantity	Prime Spec Construction	Archer Western	Keeley Construction
				Extended Price	Extended Price	Extended Price
1	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	LS	1	$14,000.00	$12,500.00	$9,500.00
2	Procurement of Media Pilot System, Including Two (2) Column Assemblies, a 500-Gallon Polyethylene Equalization Tank, Sodium Bisulfite System	LS	1	$200,346.00	$62,600.00	$80,000.00
3	Connection of Pilot System Effluent Piping to the Existing Plant Drain Piping and the Connection of the Pilot System Influent to the Filtered Water Effluent	LS	1	$9,580.00	$65,000.00	$35,000.00
4	Installation of Backflow Preventer, Sodium Bisulfite System, Equalization Tank	LS	1	$12,952.00	$70,900.00	$40,000.00
5	Demobilization of Pilot Equipment and Return to Pilot Vendor	LS	1	$17,064.00	$14,000.00	$35,000.00
ALLOWANCE FOR BASE BID						
1A	Prepare a Complete Detailed Cost for additional media vendor site visits and troubleshooting, the sum of Fifteen Thousand dollars and zero cents	LS	1	$15,000.00	$15,000.00	$15,000.00
1B	Georgetown Force Account, the sum of Fifteen Thousand dollars and zero cents	LS	1	$15,000.00	$15,000.00	$15,000.00
			BASE BID	**$283,942.00**	**$255,000.00**	**$229,500.00**

Morrow St
San Gabriel Park
Playground
Lower Park Rd
Park Rd
San Gabriel River
VFW Post 8587
N College St
W L Walden Dr
City of Georgetown
Parks & Recreation...
South San Gabriel River Trail
Tennis Courts
Texas Disposal
Systems Georgetown
McMaster
Athletic Complex
Softball Field 1
Softball Field 3
Softball Field 4
Georgetown
Pickleball Courts
W L Walden Dr
John Carter Dr
Mary Bailey
Head Start Center
Holly S

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Construction Contract with O & J Coatings, Inc. for Carriage Oaks EST Rehabilitation

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award a construction contract to O & J Coatings, Inc., from Hurst, TX, for the Carriage Oaks EST Rehabilitation in the amount of $995,270.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
On June 20, 2025, Dunham Engineering completed a field inspection of the Carriage Oaks EST. While the elevated storage tank was determined to be in overall good structural condition, the inspection identified several repairs and maintenance items that required attention.

This project includes the complete replacement of the tank's interior and exterior protective coating systems, cleaning and recoating of the overflow piping, installation of a new 18-inch butterfly valve, installation of new roof hatches, and completion of various additional miscellaneous improvements identified during the inspection.

To ensure uninterrupted water service throughout construction, a temporary pressure system will be installed and will remain in operation while the elevated storage tank is taken offline. This temporary system will allow continuous service to customers for the duration of the project.

This project was publicly advertised on June 24, 2026, and July 1, 2026. Bid opening was on Thursday, July 23, 2026, at 2:00pm. We received four responses. The low qualified bidder for the project is O & J Coatings, Inc. from Hurst, TX, with a total bid of $995,270.00. O & J Coatings Inc. has completed projects in similar scope and size.

With this contract, substantial completion is within 120 calendar days from notice to proceed and final completion is 150 days after notice to proceed.

STAFF RECOMMENDATION:
Staff and Ardurra Group recommend awarding a construction contract for the Carriage Oaks EST Rehabilitation to O & J Coatings, Inc. of Hurst, TX in the amount of $995,270.00.

BOARD RECOMMENDATION:
This item was unanimously approved at the August 14, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY26 budget, PRJ000946.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Carriage_Oaks_EST_Rehab_Letter_of_Recommendation__Bid_Tab__and_Exhibit.pdf

ARDURRA
COLLABORATE. INNOVATE. CREATE.

July 27, 2026

Dustin Hanson
Project Manager
City of Georgetown
295 SE Inner Loop
Georgetown, Texas 78626

RE: Carriage Oaks EST Rehabilitation Project
Bid #202566
Contract Award Recommendation

Dear Mr. Hanson,

Bids were received and opened on July 23rd, 2026 at 2:00 P.M. Four (4) bids were received, and the results are shown in the attached Bid Tabulation Summary. The lowest bidder on the project is O&J Coatings, Inc., with a total bid amount of $995,270.00.

I have reviewed the Contractor's bid documents, completed reference checks and based on our experience with similar City projects, O&J Coatings, Inc. is qualified to complete this work. It is my recommendation that the City of Georgetown, contingent on the approval of the City Council and Water Board, award the construction contract for the Carriage Oaks EST Rehabilitation Project to **O&J Coatings, Inc.** for the total bid amount of **$995,270.00**.

If you have any additional questions, I can be contacted at 346-666-5103.

Respectfully Submitted,

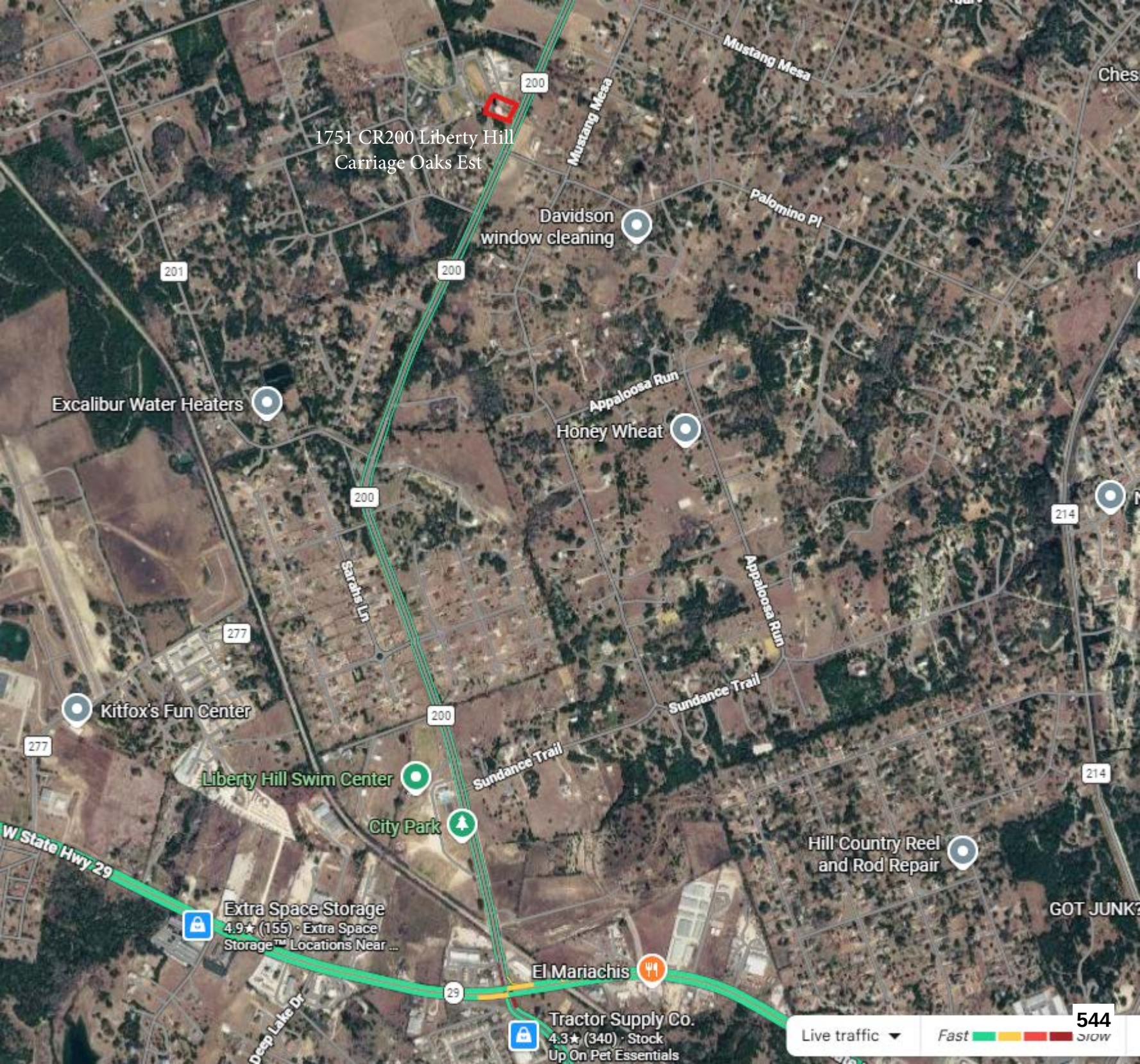
Ardurra Group, Inc.
TBPE Firm No. F-10053

Hector Pena, P.E.
Project Manager

Attachment: Bid Tabulation Summary

City of Georgetown
Carriage Oaks EST Rehabilitation
Bid No. 202655

ITEM	DESCRIPTION	UNIT	QUANTITY	Classic Protective Coatings, Inc. UNIT PRICE	Classic Protective Coatings, Inc. EXTENDED PRICE	Maguire Iron, Inc. UNIT PRICE	Maguire Iron, Inc. EXTENDED PRICE	O&J Coatings, Inc. UNIT PRICE	O&J Coatings, Inc. EXTENDED PRICE	Viking Painting, LLC UNIT PRICE	Viking Painting, LLC EXTENDED PRICE
1	Insurance, Bonds and Move-In Related Expenses not to exceed 5% of Total Bid	LS	1	$ 65,000.00	$ 65,000.00	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00	$ 23,700.00	$ 23,700.00
2	Nuisance Containment	LS	1	$ 63,922.50	$ 63,922.50	$ 150,000.00	$ 150,000.00	$ 50,000.00	$ 50,000.00	$ 104,000.00	$ 104,000.00
3	Dehumidification as detailed and specified	LS	1.0	$ 15,000.00	$ 15,000.00	$ 23,000.00	$ 23,000.00	$ 20,000.00	$ 20,000.00	$ 18,300.00	$ 18,300.00
4	Interior Wet Protective Coating Replacement	SF	15,715	$ 18.50	$ 290,727.50	$ 10.00	$ 157,150.00	$ 18.00	$ 282,870.00	$ 14.00	$ 220,010.00
5	Exterior Protective Coating Replacement	SF	12,270	$ 25.00	$ 306,750.00	$ 15.00	$ 184,050.00	$ 20.00	$ 245,400.00	$ 13.00	$ 159,510.00
6	Replacement of Nuts and Bolts at the Ladder to Riser Connections	LS	1	$ 1,900.00	$ 1,900.00	$ 1,300.00	$ 1,300.00	$ 2,000.00	$ 2,000.00	$ 2,600.00	$ 2,600.00
7	Furnish and Install 18-inch Expansion Joint	EA	1	$ 15,800.00	$ 15,800.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00
8	Furnish and Install 18-inch Butterfly Valve	EA	1	$ 17,000.00	$ 17,000.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00	$ 12,700.00	$ 12,700.00
9	Furnish and Install 36"x36" Roof Access Hatches	EA	2	$ 3,800.00	$ 7,600.00	$ 6,000.00	$ 12,000.00	$ 6,000.00	$ 12,000.00	$ 6,500.00	$ 13,000.00
10	Safety Improvements	LS	1	$ 30,000.00	$ 30,000.00	$ 55,000.00	$ 55,000.00	$ 20,000.00	$ 20,000.00	$ 44,500.00	$ 44,500.00
11	Cleaning and Recoating of Overflow Piping and Weir Cone	LS	1	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00
12	Furnish and Install Passive Mixing System	LS	1	$ 88,000.00	$ 88,000.00	$ 75,000.00	$ 75,000.00	$ 100,000.00	$ 100,000.00	$ 166,000.00	$ 166,000.00
13	Electrical Improvements	LS	1	$ 15,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 92,200.00	$ 92,200.00
14	Sediment Removal	LS	1	$ 4,000.00	$ 4,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00
15	Disinfection and Placing Tank Back Into Service	LS	1	$ 4,300.00	$ 4,300.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 600.00	$ 600.00
16	Installation, Integration, and Maintenance of a Temporary Pressure System	LS	1	$ 295,950.00	$ 295,950.00	$ 308,000.00	$ 308,000.00	$ 20,000.00	$ 20,000.00	$ 335,500.00	$ 335,500.00
17	Interior Grinding	MH	100	$ 100.00	$ 10,000.00	$ 120.00	$ 12,000.00	$ 50.00	$ 5,000.00	$ 150.00	$ 15,000.00
18	Pit Welding	SI	100	$ 20.00	$ 2,000.00	$ 50.00	$ 5,000.00	$ 20.00	$ 2,000.00	$ 50.00	$ 5,000.00
19	Seam Welding	LF	150	$ 100.00	$ 15,000.00	$ 120.00	$ 18,000.00	$ 20.00	$ 3,000.00	$ 100.00	$ 15,000.00
20	Pit Filling	GAL	20	$ 300.00	$ 6,000.00	$ 750.00	$ 15,000.00	$ 200.00	$ 4,000.00	$ 500.00	$ 10,000.00
21	Floor and Roof Patch Plates	SF	200	$ 150.00	$ 30,000.00	$ 240.00	$ 48,000.00	$ 20.00	$ 4,000.00	$ 150.00	$ 30,000.00
22	Allowance to be used as directed by the Owner for additional site improvements	ALW	1	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID				**TOTAL**	**$ 1,391,950.00**	**TOTAL**	**$ 1,321,000.00**	**TOTAL**	**$ 995,270.00**	**TOTAL**	**$ 1,388,120.00**


1751 CR200 Liberty Hill
Carriage Oaks Est
Mustang Mesa
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Palomino Pl
Davidson
window cleaning
Excalibur Water Heaters
Appaloosa Run
Honey Wheat
Sarahs Ln
Appaloosa Run
Sundance Trail
Sundance Trail
Kitfox's Fun Center
Liberty Hill Swim Center
City Park
Hill Country Reel
and Rod Repair
GOT JUNK?
W State Hwy 29
Extra Space Storage
4.9★ (155) · Extra Space
Storage™ Locations Near ...
El Mariachis
Tractor Supply Co.
4.3★ (340) · Stock
Up On Pet Essentials
Deep Lake Dr
Live traffic
Fast
Slow
200
201
277
214
29

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
First Amendment to Task Order FNI-25-001 with Freese & Nichols

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to approve an amendment to Task Order FNI-25-001 with Freese & Nichols, Inc. for professional services related to the Park Water Treatment Plant PFAS Pilot Study in the amount of $1,185,186.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
On April 10, 2024, the EPA implemented new regulations aimed at reducing PFAS levels in drinking water to safeguard public health and the environment. Public water systems have until 2029 to implement solutions if PFAS levels exceed regulatory limits, and initial monitoring must be completed by 2027.

In April 2025, the City Council approved a task order for Freese & Nichols to develop a PFAS pilot study plan for the Park Water Treatment Plant. Services included project management, utility assessment and compliance planning, technical report, pilot implementation plan, and regulatory review submittal and coordination.

This first task order amendment is for Freese & Nichols to execute the PFAS pilot study that was approved by TCEQ on May 29, 2026. Services with this amendment include project management, bidding of the pilot skid, pilot study monitoring and data analysis, pilot study findings report and regulatory review submittal and coordination.

This task order will get us through the construction/monitoring and reporting of the pilot study, which should be completed in July 2027.

STAFF RECOMMENDATION:
Staff recommends approval of Task Order Amendment to Task Order FNI-25-001 with Freese & Nichols, Inc for professional services related to the Park Water Treatment Plant PFAS Pilot Study.

BOARD RECOMMENDATION:
This item was unanimously approved at the August 14, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY26 budget, PRJ000770.

SUBMITTED BY:

Shawn Gunnin, Systems Engineering

ATTACHMENTS:
FNI-25-001-A1 PFAS Pilot Study Plan 1.pdf

ATTACHMENT 1 TO MSA
AMENDMENT

Task Order No. FNI-25-001-A1, consisting of __10_ pages.

First Amendment to task Order FNI-25-001

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Freese and Nichols, Inc. ("Engineer") for Professional Services – Task Order Edition, dated January 10, 2013 ("Agreement"), Owner and Engineer agree as follows. All provisions of this Task Order are subject to the Master Service Agreement ("Agreement").

1. **Specific Project Data**

   A. **Title**: PFAS Pilot Study Plan

   B. **Description**: Engineering Services to execute the PFAS Pilot Study. Services include project management, bidding of the pilot skid procurement package, pilot study monitoring and data analysis, pilot study findings report, and regulatory review submittal and coordination.

   C. **Owner of Georgetown Project Number**: PRJ000770

   D. **Owner of Georgetown General Ledger Account Number: CC0553/662**

   E. **Owner of Georgetown Purchase Order Number**:

   F. **Master Services Agreement, Contract Number**: 23-0053-MSA

2. **Services of Engineer**

   See Exhibit A, Scope of Services, attached.

3. **Owner's Responsibilities**

   Subject to the Agreement, Owner shall have those responsibilities set forth in the Agreement in addition to the following:

   a. Not used.

4. **Times for Rendering Services**

TIME OF COMPLETION: Subject to Article 3 of the Agreement, FNI agrees to complete the services in accordance with the following schedule. Time is of the essence.

Kick-off Meeting	15 days following Notice to Proceed (NTP)
Advertisement	15 days following TCEQ Approval and NTP
Pilot Summary Report	90 days following the pilot study period

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Summary Fee	
BASIC SERVICES	**TOTAL**
A. Project Management	**$25,363**
B. Bid Phase Services	**$14,547**
C. Pilot Operation	**$949,319**
Site Visits and Vendor Coordination	$34,280
Sampling and Data Analysis	$167,539
Eurofins Lab Sampling Costs	$747,500
D. Pilot Study Final Report	**$95,957**
Basic Services Subtotal (Not to Exceed)	**$1,085,186**
SPECIAL SERVICES	
E. Owner Controlled Allowance	**$100,000**
Special Services Subtotal (Not to Exceed)	**$100,000**
Total (Not to Exceed)	**$1,185,186**

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:** Freese & Nichols, Inc.

7. **Other Modifications to Agreement:** None.

8. **Attachments:**

Exhibit A – Scope of Services

Exhibit B – Pilot Sampling Matrix

Exhibit C – Field Log

9. **Documents Incorporated By Reference:** The Master Service Agreement between Owner of Georgetown and Freese & Nichols, Inc. dated January 10, 2023.

ATTACHMENT 1 TO MSA
AMENDMENT

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20 26____.

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

By: Coby C. Gee

Name: Coby Gee

Title: Principal

Engineer License or Firm's Certificate No. F-2144
State of: Texas
Date: 8/6/2026

ATTEST:

_____
_____, Owner Secretary

APPROVED AS TO FORM:

_____

_____
Owner Attorney

ATTACHMENT 1 TO MSA AMENDMENT

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Herzog

Title: CIP Manager

Address: 295 SE Inner Loop
Georgetown, TX 78626

E-Mail Address: David.Herzog@georgetowntexas.gov

Phone: 512-930-6576

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Boullioun

Title: Project Manager

Address: 1251 Sadler Dr. Building One Suite 1150 San Marcos, TX 78666

E-Mail Address: ashley.boullioun@freese.com

Phone: 605-430-6608

ATTACHMENT 1 TO MSA AMENDMENT

EXHIBIT A

SCOPE OF SERVICES

Background: The City of Georgetown (Owner) has completed its Environmental Protection Agency (EPA) mandated Fifth Unregulated Contaminant Monitoring Rule (UCMR 5) testing for 29 per- and polyfluoroalkyl substances (PFAS) and lithium. The UCMR sampling showed that the Owner had some results for PFAS contaminants above the EPA maximum contaminant limits (MCLs) at raw water wells and entry points to the distribution system of the San Gabriel Park Water Treatment Plant (WTP). In order to remove the contaminants and comply with EPA regulations, the Owner will need to install additional treatment at the San Gabriel Park WTP. Prior to implementing a new PFAS removal treatment system, the Owner will be required to pilot the treatment technology and have a pilot study report approved by the Texas Commission on Environmental Quality (TCEQ). At the project scoping meeting held on February 14, 2025, the Owner requested that the PFAS pilot study effort be divided into two distinct phases. Phase 1, which was the original scope of this contract, consists of the development of the Pilot Implementation Plan. Phase 2, the current scope of this amendment, involves the procurement and execution of the pilot study, as well as the development of a conceptual design for the PFAS treatment system.

With Phase 1 nearing completion and the Pilot Implementation Plan pending regulatory approval, the Owner intends to advance the project toward execution of the pilot study. The next step will involve advertising a bid package for a qualified contractor to furnish, install, and commission the pilot skid in accordance with the pilot protocol established during Phase 1, commission the pilot study, conduct sampling, and prepare a pilot study report.

This Additional Work is for Phase 2 of the pilot study includes the following primary tasks:

- Bid services for the procurement, assembly, and startup of the pilot study, including two (2) pilot skids and a total of eight (8) columns:
    - Pilot Skid #1 – GAC
        - Column 1 – GAC #1, feeds into Column 2
        - Column 2 – GAC #1
        - Column 3 – GAC #2, feeds into Column 4
        - Column 4 – GAC #2
    - Pilot Skid #2 – IX and IX -> GAC in Series
        - Column 1 – IX #1, feeds into Column 2
        - Column 2 – GAC #1, feeds into Column 3
        - Column 3 – GAC #1
        - Column 4 – IX #2
- Routine sampling services, up to twice per week for PFAS sampling for the six-month pilot study period.
- Vendor coordination throughout the pilot study and compilation of media autopsy reports from both media vendors.
- Pilot study results report, outlining technology recommendations for full-scale design, preliminary site layout, and life-cycle cost analysis.
- TCEQ permitting services for approval of the selected technology, based on the pilot study results.

ATTACHMENT 1 TO MSA
AMENDMENT

Project Assumptions and Requirements:

- Project will be design-bid-build delivery.
- City of Georgetown procurement documents will be utilized.
- TCEQ permitting following the pilot study will be the only permit required.
- Daily field sampling will be conducted by the City of Georgetown. Field sampling is defined as such in *Exhibit B – Pilot Sampling Matrix.*
- FNI will provide all sample bottles, labels, and lab services for analysis of lab samples, defined as such in *Exhibit B – Pilot Sampling Matrix*.
- Both pilot skids, all columns, flow meters, pressure indicators, media, piping, and chemical feed system will be provided by either the pilot skid vendor or the Contractor in the Contract documents.
- A chlorine analyzer will be provided by the City of Georgetown.
- Minor repairs of the pilot skid will be performed by City of Georgetown staff. Larger repairs may be delegated to the media vendors or Contractor.
- Connection of the filter effluent will be via the drain piping of Filter 4.
- The existing receptacles are sufficient for the pilot electrical needs. City of Georgetown staff will operate the pilot system throughout the study period. Media vendors will assist in the commissioning and decommissioning of the pilot skid.
- FNI will conduct the lab sampling required for the pilot study. City of Georgetown staff will conduct the field testing required and monitor the operations of the pilot skid, in which minor repairs or adjustments will be required. If the pilot study must be interrupted or becomes inoperable, the City of Georgetown will notify FNI as soon as possible to continue the pilot study.

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

A. General Project Management

Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the Project, and invoicing for the scope items identified below. Documentation shall be in accordance with Owner requirements for the Project. These duties include maintaining regular communication with the Owner to help meet the needs of the Owner in a timely manner and executing work per the work plan, budget, and schedule. The above language is minimal expectations.

1. Conduct eight (8) virtual monthly progress meetings to provide updates on the pilot study.

B. Bid Phase Services: FNI shall provide professional services in this phase as follows:

1. Submit electronic copies of plans, specifications, and bidding documents to the City approved contractors and vendors.

2. Assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

3. FNI will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references. Recommend award of contracts or other actions as appropriate to be taken by the City in the form of a Letter of Recommendation.

4. FNI will create a pre-bid conference agenda, lead the pre-bid conference for construction and coordinate responses to questions. Response to all questions will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

5. Conform the construction documents by incorporating all addenda items into the plans and specifications.

6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

7. Deliverables for the Bid or Negotiation Phase include:

   a. Electronic copies of plans, specifications, bidding documents, and addenda.

   b. Recommendation of Award with tabulation of bids.

   c. Notice of Award to selected bidder.

   d. Conformed contract documents for execution.

   e. Copies of conformed contract documents for Contractor and the City.

C. Pilot Execution Services

1. FNI will coordinate with the City and with the selected Contractor to confirm timing of start-up activities for the pilot skid and assess conformance with the Contract Documents.

2. Conduct up to six (6) site visits to the plant to monitor the pilot skid, confirm Contractor compliance with Contract documents, and troubleshooting potential operational concerns of the pilot skid.

3. Once the pilot skid is commissioned, FNI will perform additional bi-weekly and monthly sampling of the pilot skid influent and each pilot column effluent at the WTP as shown in the table below. Eurofins Environment Testing will conduct water quality and PFAS testing on these samples to evaluate PFAS removal at the WTP. FNI will provide the sample bottles, labeling, and transport the samples to the lab for analysis.

Sample Type	Sampling Frequency	Total Number of Samples
PFAS	Twice a week	468
Inorganics and DBPs	Once every other week	130
Organics	Once a month	12

4. The City will be responsible for operation and routine oversight of the pilot skid for the duration of the study period. Responsibilities include daily operation of the system, collection of required field measurements and samples, and completion of a daily field log documenting operating conditions, observations, and maintenance activities. The City will also be responsible for routine and minor maintenance necessary to maintain continuous operation of the pilot system, including but not limited to minor piping adjustments, tightening fittings, and other standard operational tasks. In the event of operational issues or equipment malfunction, the City will first make reasonable efforts to troubleshoot and resolve the issue. If the issue cannot be resolved by City staff, the City shall notify FNI and the media vendor for further evaluation and direction. Troubleshooting support provided by FNI beyond reasonable coordination and consultation may be considered additional services.

5. FNI will coordinate with media vendors on an as needed basis for preliminary data analysis, troubleshooting, and check-ins to facilitate successful piloting operations and data collection.

D. Pilot Study Technical Report and Regulatory Approval

1. At the conclusion of the pilot study, FNI shall evaluate results of the analytical data collected during Task C to quantify the efficacy of each PFAS removal technology piloted to reduce the six PFAS compounds below the EPA's proposed MCLs.
2. Coordinate with each pilot and media vendor for their final recommendation and pilot test summary report. Vendor pilot test summary reports will be included with the final technical report.
3. Develop an evaluation criterion for selecting the technology to be implemented in final design. The criterion will be based on the previous evaluation criteria utilized for selecting technologies for piloting.

4. Develop a comprehensive Pilot Study Technical Report for TCEQ review for the technologies piloted.

5. Attend one (1) workshop in person to discuss the findings of the pilot study summary report prior to TCEQ submission.

6. Coordinate with TCEQ on final pilot study results report to meet requirements. Respond to questions with TCEQ necessary to receive approval for the selected final-design technology.

7. Deliverables shall include:
   a. One (1) electronic copy of the pilot study summary report, complete with final-design recommendations, lab sampling results, and life cycle costs for each technology piloted.
   b. One (1) electronic copy of all meeting minutes.

SPECIAL SERVICES: FNI has included an Owner controlled allowance for potential vendor, labor, or material overages. Funds from this phase can only be accessed through Owner approval.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above-described basic services, are described as follows:

1. Site visits, trainings, and meetings other than what is specified.
2. Conducting additional research other than what is specified.

3. Permitting outside of what is specified in this scope.
4. Survey, geotechnical investigations, or other special services.
5. Evaluating WTP processes outside of this scope.
6. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications outside of what is specified in this scope.
7. Design services for full-scale design other than what is specified.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Construction Manager at Risk Contract to Walsh Construction dba Archer - Northlands Water Reclamation Facility

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Walsh Construction Company II, LLC, dba Archer Western of Irving, TX for pre-construction services for the Northlands Water Reclamation Facility (WRF) in an amount of $1,209,500.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
In late 2024, the City issued a Request for Qualifications for design services for the future Northlands WRF and selected Freese and Nichols. Over the past 18 months, Freese and Nichols has worked through Preliminary Engineering, project scoping, and is approaching 60% design. During the project's preliminary phases, the project delivery method was discussed extensively with staff and management. Given the complexity of the project, the size of the project budget, and the importance of schedule, the decision was made to consider the Construction Manager at Risk (CMAR) project delivery method.

CMAR is a collaborative project delivery process that differs from traditional low bid in several ways. First, a contractor is selected during design and is integral to the decision-making process in virtually all aspects of the project. The contractor is selected through a qualifications-based process. Price is included and considered in the evaluation but is only one factor in the selection process. A firm's experience, key staff resumes, approach to design and cost management, as well as safety and quality assurance programs are all considered. Beyond Preconstruction Services which is currently being considered, through subsequent future agreements, the CMAR will serve as the General Contractor through bidding and ultimately be responsible for the successful completion of construction.

The Northlands WRF Request for Proposals process resulted in eight (8) submittals. Ultimately, after a review, ranking, and interview process, Archer Western was selected as the highest ranked proposer. Many firms were clearly capable of partnering with the City on this project, but Archer Western's experience on multiple similar plants in the area, with similar MBR technology, combined with their key personnel local presence and experience and attention to detail stood out. Additionally, their overall CMAR fee, including Preconstruction Services and future anticipated General Conditions and Project Management, was ultimately the second lowest of all submitters.

Please see attached presentation for additional details and project schedule.

Staff Recommendation:
Staff recommends award for Preconstruction Services for the Northlands WRF to Archer Western.

Board Recommendation:
This item was unanimously approved at the July 9, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds are available in the current FY26 Wastewater CIP Budget and has been included in both the current impact fees as well as monthly water rate calculations.

SUBMITTED BY:
Anthony Carrillo, Systems Engineering

ATTACHMENTS:
CMAR_Presentation_-_Walsh_Northlands_and_Three_Forks.pdf
Northland CMAR Agreement with Exhibits.pdf

Construction Manager At Risk (CMAR)

Water Board
July 9, 2026

GEORGETOWN
TEXAS

Northlands WRF

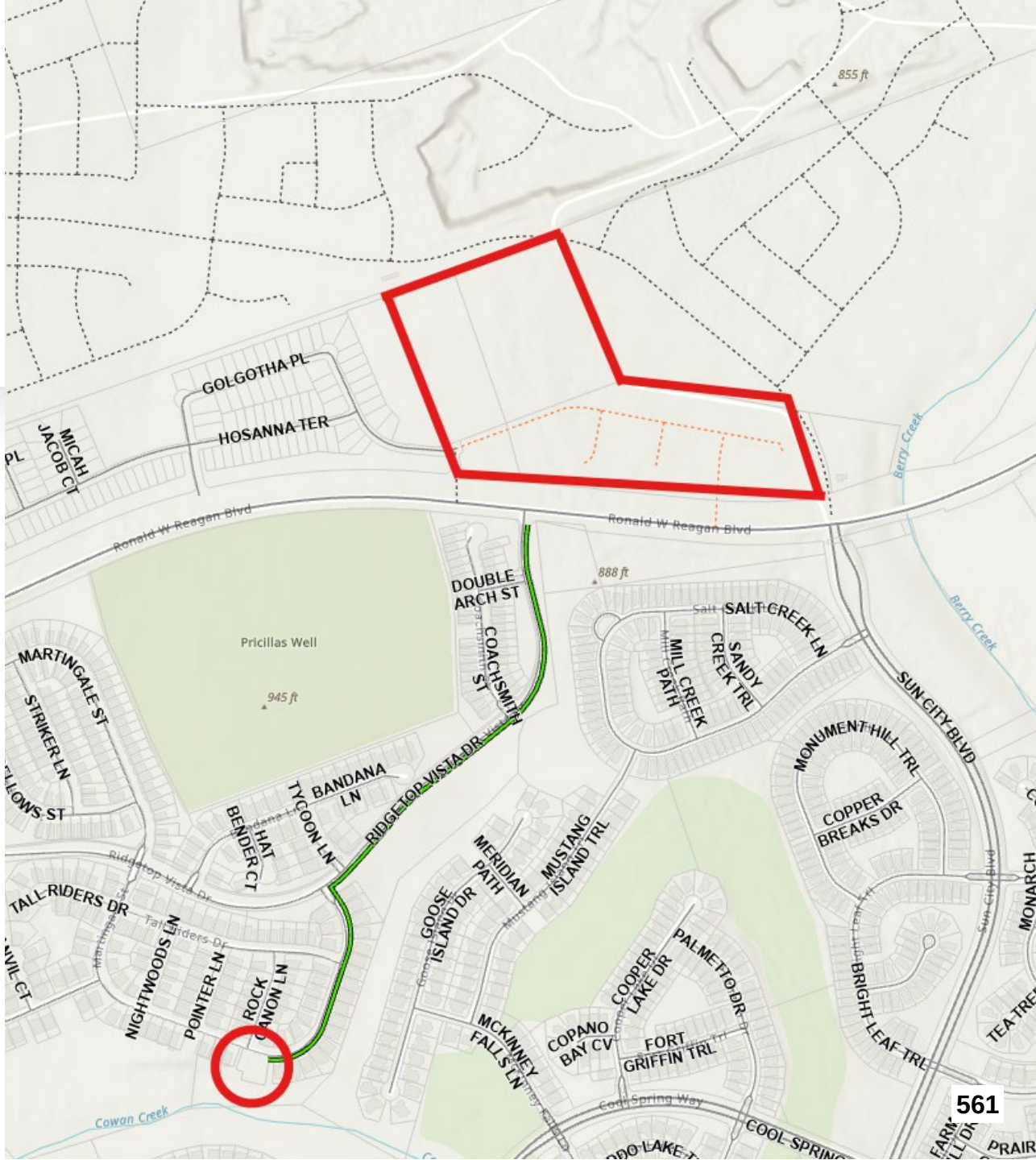
Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

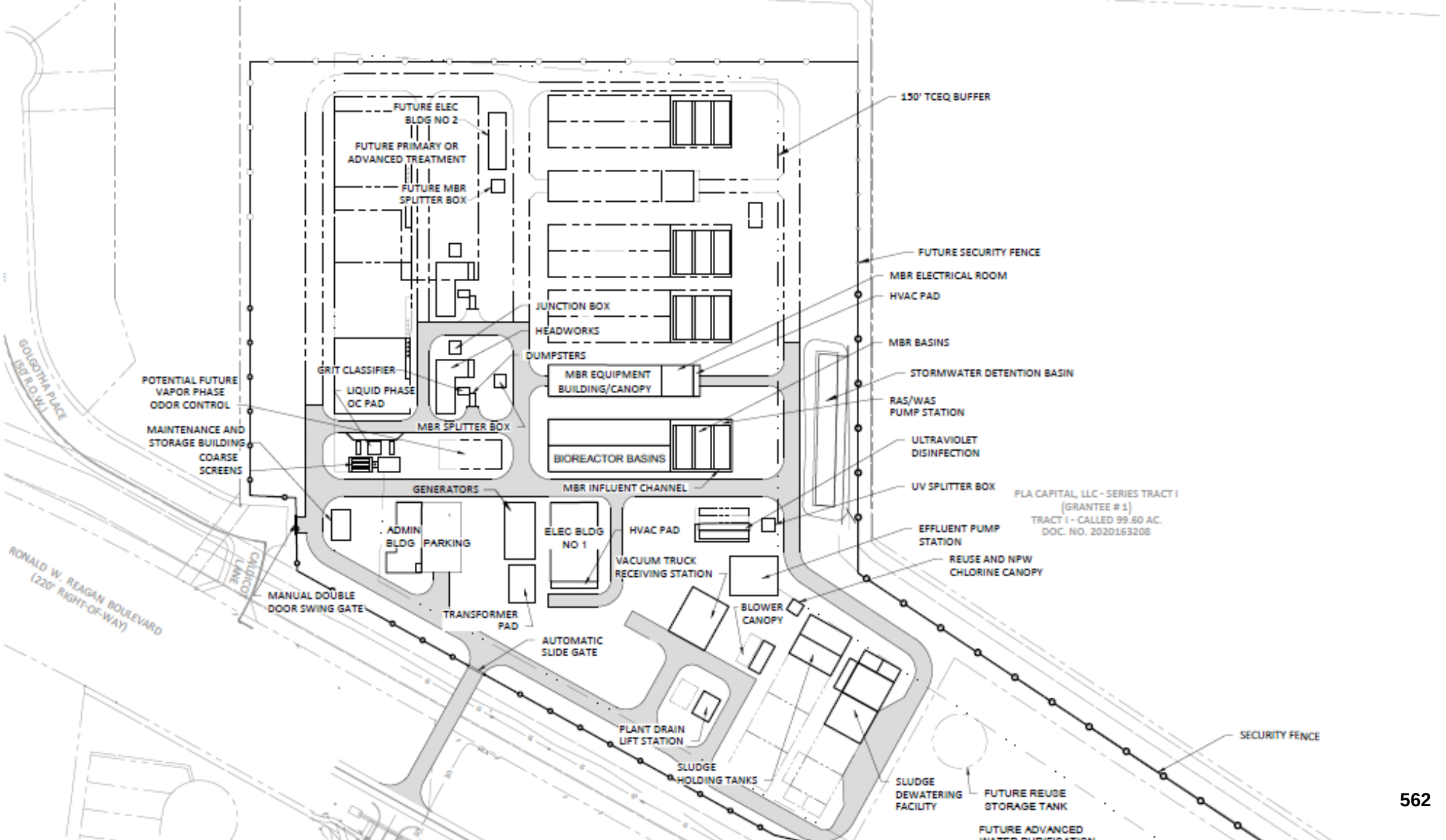
Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

Northlands

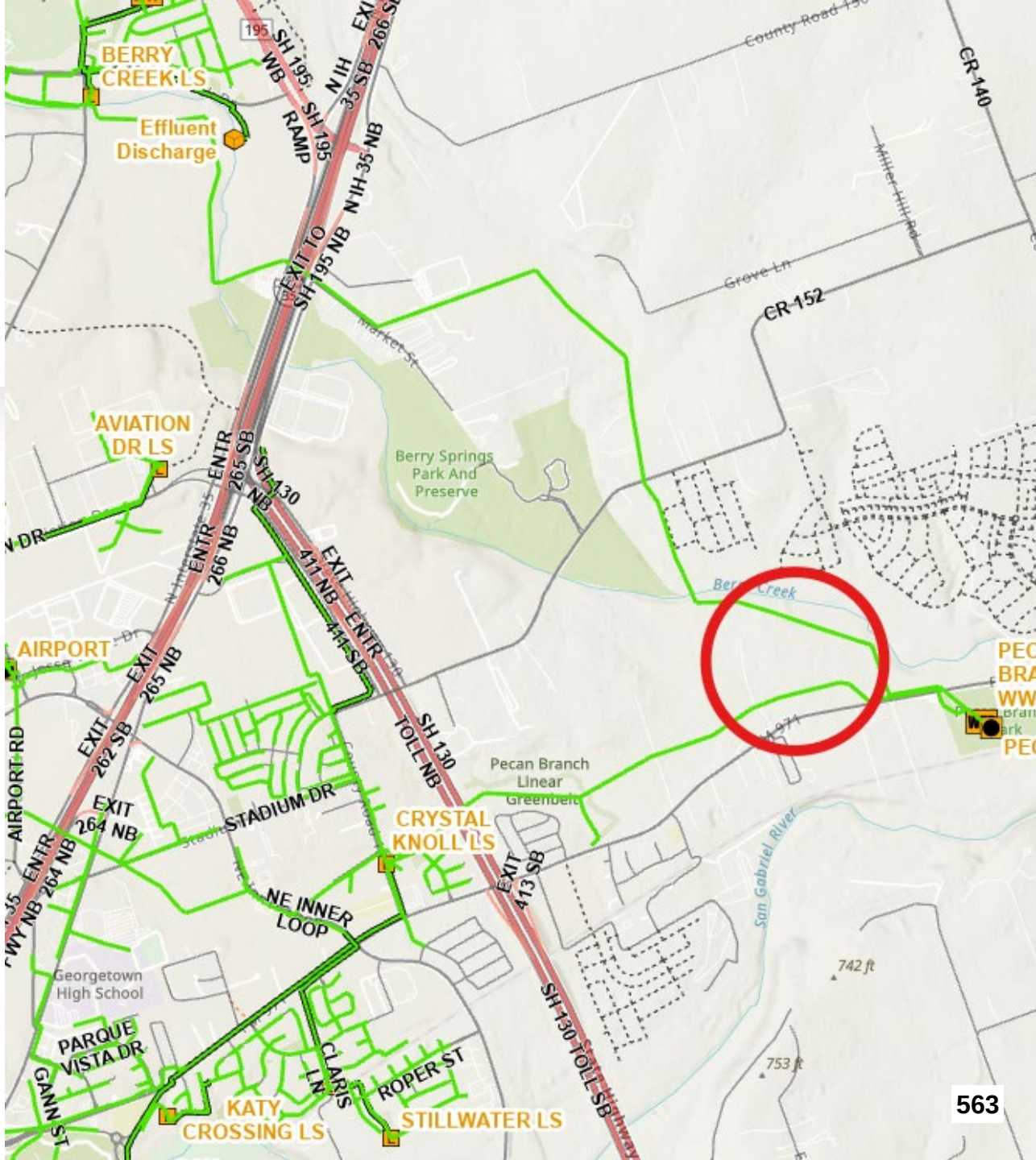
- 3MGD Membrane Batch Reactor (MBR) Facility
- NW Corner of Sun City Blvd and Ronald Reagan
- Interceptor Lift Station in Cowan Creek – 217 Martingale
- Discharge into Cowan Creek
- Potential future expansion to 6.5MGD
- Potential future discharge into Berry Creek (north of Yearwood)
- Will serve Sun City, Parmer Ranch, Heirloom, Rivina, Nolina, Yearwood, Rock Bluff Ranch, others..

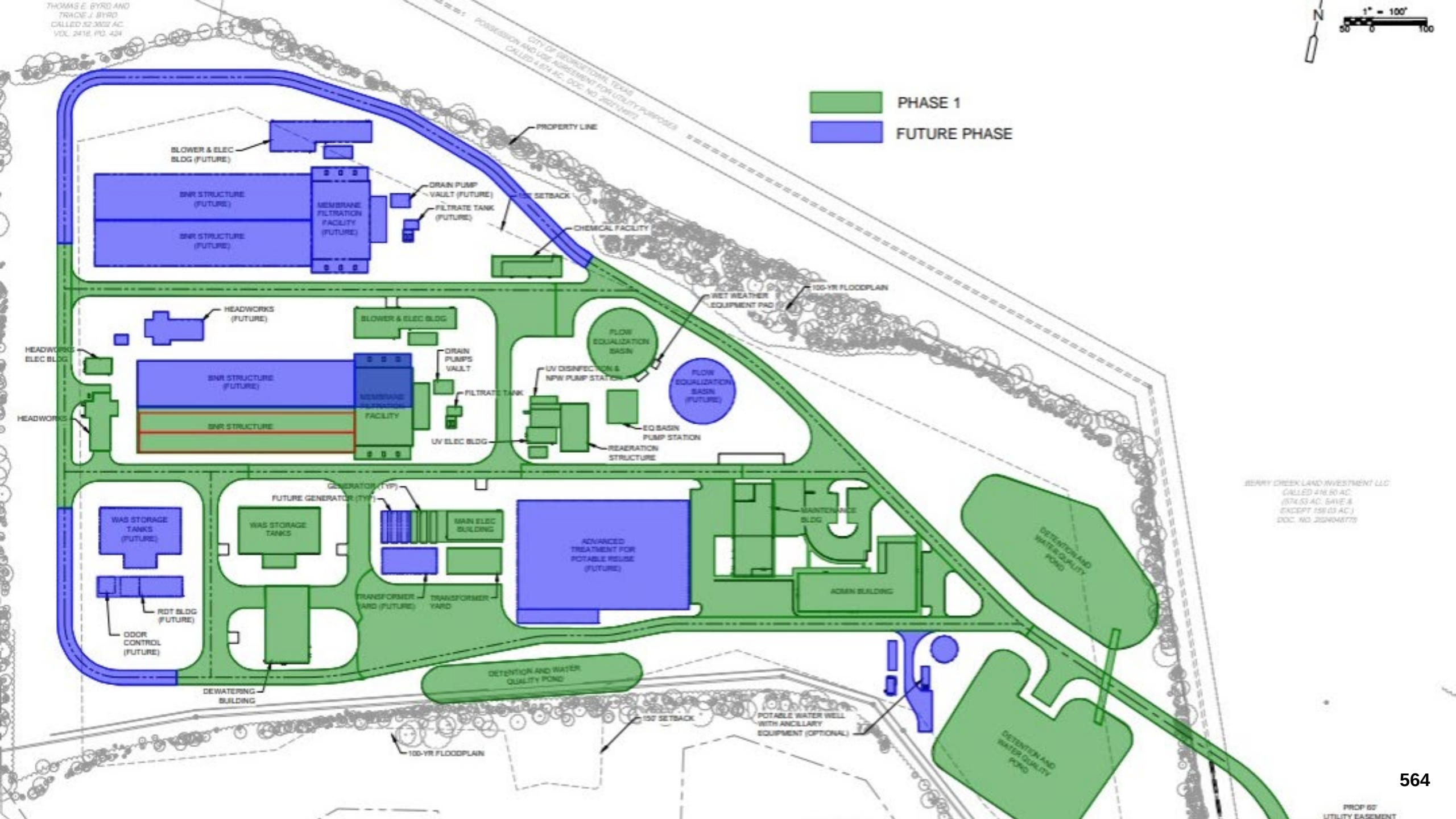



150' TCEQ BUFFER
FUTURE ELEC BLDG NO 2
FUTURE PRIMARY OR ADVANCED TREATMENT
FUTURE MBR SPLITTER BOX
FUTURE SECURITY FENCE
MBR ELECTRICAL ROOM
HVAC PAD
JUNCTION BOX
HEADWORKS
DUMPSTERS
MBR BASINS
STORMWATER DETENTION BASIN
GRIT CLASSIFIER
MBR EQUIPMENT BUILDING/CANOPY
LIQUID PHASE OC PAD
POTENTIAL FUTURE VAPOR PHASE ODOR CONTROL
RAS/WAS PUMP STATION
MBR SPLITTER BOX
MAINTENANCE AND STORAGE BUILDING
ULTRAVIOLET DISINFECTION
COARSE SCREENS
BIOREACTOR BASINS
GENERATORS
MBR INFLUENT CHANNEL
UV SPLITTER BOX
PLA CAPITAL, LLC - SERIES TRACT I
(GRANTEE # 1)
TRACT I - CALLED 99.60 AC.
DOC. NO. 2020163208
ADMIN BLDG
PARKING
ELEC BLDG NO 1
HVAC PAD
EFFLUENT PUMP STATION
VACUUM TRUCK RECEIVING STATION
REUSE AND NPW CHLORINE CANOPY
GOLGOTHA PLACE (50' R.O.W.)
RONALD W. REAGAN BOULEVARD (220' RIGHT-OF-WAY)
CALICO LANE
MANUAL DOUBLE DOOR SWING GATE
TRANSFORMER PAD
BLOWER CANOPY
AUTOMATIC SLIDE GATE
PLANT DRAIN LIFT STATION
SLUDGE HOLDING TANKS
SLUDGE DEWATERING FACILITY
FUTURE REUSE STORAGE TANK
SECURITY FENCE
FUTURE ADVANCED

Three Forks

- 6MGD Membrane Batch Reactor (MBR) Facility
- FM971, approximately 1.5 miles east of SH130
- Directly across FM 971 from existing Pecan Branch facility
- Discharge into San Gabriel River
- Permitted up to 21MGD (+3MGD Pecan branch)
- Built out up to 24MGD




PHASE 1
FUTURE PHASE
N
1" = 100'
50 0 100
THOMAS E. BYRD AND TRACIE J. BYRD CALLED 32.3602 AC. VOL. 2418, PG. 424
CITY OF GEORGETOWN, TEXAS POSSESSION AND USE AGREEMENT FOR UTILITY PURPOSES CALLED 4.674 AC. DOC. NO. 2022114873
PROPERTY LINE
BLOWER & ELEC BLDG (FUTURE)
BNR STRUCTURE (FUTURE)
BNR STRUCTURE (FUTURE)
MEMBRANE FILTRATION FACILITY (FUTURE)
DRAIN PUMP VAULT (FUTURE)
FILTRATE TANK (FUTURE)
150' SETBACK
CHEMICAL FACILITY
100-YR FLOODPLAIN
WET WEATHER EQUIPMENT PAD
HEADWORKS (FUTURE)
BLOWER & ELEC BLDG
HEADWORKS ELEC BLDG
HEADWORKS
BNR STRUCTURE (FUTURE)
BNR STRUCTURE
MEMBRANE FILTRATION FACILITY
DRAIN PUMPS VAULT
FILTRATE TANK
UV ELEC BLDG
FLOW EQUALIZATION BASIN
UV DISINFECTION & NPW PUMP STATION
FLOW EQUALIZATION BASIN (FUTURE)
EQ BASIN PUMP STATION
REAERATION STRUCTURE
BERRY CREEK LAND INVESTMENT LLC CALLED 416.50 AC. (574.53 AC. SAVE & EXCEPT 158.03 AC.) DOC. NO. 2020046775
GENERATOR (TYP)
FUTURE GENERATOR (TYP)
WAS STORAGE TANKS (FUTURE)
WAS STORAGE TANKS
MAIN ELEC BUILDING
ADVANCED TREATMENT FOR POTABLE REUSE (FUTURE)
MAINTENANCE BLDG
ADMIN BUILDING
DETENTION AND WATER QUALITY POND
RDT BLDG (FUTURE)
ODOR CONTROL (FUTURE)
TRANSFORMER YARD (FUTURE)
TRANSFORMER YARD
DEWATERING BUILDING
DETENTION AND WATER QUALITY POND
150' SETBACK
POTABLE WATER WELL WITH ANCILLARY EQUIPMENT (OPTIONAL)
100-YR FLOODPLAIN
DETENTION AND WATER QUALITY POND
PROP 60' UTILITY EASEMENT

What is CMAR?

City hires a Construction Manager (CM) during design, before construction to provide:

- Material, Equipment Selection Support
- Cost Estimating
- Constructability Reviews
- Scheduling
- Value Engineering
- Risk Management

Later serves as the General Contractor (GC) once a Guaranteed Maximum Price (GMP) is established

Why CMAR?

- Improved budget control
- Better cost estimating through design
- Full cost transparency
- Reduced change orders
- Constructability incorporated into design
- Value engineering opportunities
- Early risk identification/mitigation/allocation
- Faster project delivery
- Far Greater Contractor Interest vs Straight Bid

CMAR Process

- City hires design firm (Request for Qualifications – 2025)
- Design begins (30-60%)
- CMAR Request for Proposals/Interviews/Award
- CMAR Provides Preconstruction Services
- Design continues
- CMAR Provides Guaranteed Maximum Price(s) (GMP)
- City Accepts GMP and Contracts for Work
- CMAR Completes Construction

CMAR Process

- Authorized by Texas Government Code Ch. 2269
- Qualifications based process – best value, not lowest bid
- Request for Proposals Process in March/April
  - Firm Experience (20)
  - Costing Methodology/Project Approach (35)
  - Key Personnel (25)
  - Safety Record/QA-QC (10)
  - Cost (10)
  - Interview (25)

CMAR RFP Results

Archer Western - Northlands

Arco Murray

MWH Constructors

Sundt – Three Forks

Thalle

Webber

Garney*

Wharton Smith*

* Northlands Only

CMAR Fees - Preconstruction

Northlands - $1,209,500.00 (Archer Western)

Three Forks - $2,268,426.00 (Sundt)

- Project Management
- Design Review
- Cost Models, GMP(s) Development
- Value Engineering
- Scheduling
- Construction-Quality-Risk-Safety-Site Management
- Regulatory/Permits
- Procurement Strategy
- Startup/Commissioning Program

Northlands WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

Project Schedules

- Late 2024 - Engineering Request for Qualifications
- Early 2025 – Preliminary Design Task Orders
  - Freese & Nichols – Northlands
  - CDM Smith – Three Forks
- Late 2025 – Full Design Task Orders
- Spring 2026 – CMAR Request for Proposals, Review, Interviews
- Now – CMAR Preconstruction Contract
- Late 2026 – Early Out Packages – GMP #1, CMAR GC and Mgmt Fees
- 2027 – Full Construction Packages – GMP #2
- 2030 – Project Delivery

Northlands WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK FOR NORTHLANDS WATER RECLAMATION FACILITY

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

Page

Article 1 — The Project 1

Article 2 —Engineer; Owner's Project Team; CMAR Personnel; Relationship of Parties 1

Article 3 — CMAR Services 2

Article 4 — Compensation for Performance and Completion of the Work 5

Article 5 — Construction Support Costs 5

Article 6 — Cost of the Work 8

Article 7 — Construction Manager at Risk Fee 13

Article 8 — CMAR Contingency 13

Article 9 — Work Authorizations 14

Article 10 — Procurement of Subcontractors; CMAR Self-Performance of Authorized Work 15

Article 11 — Guaranteed Maximum Price 16

Article 12 — RESERVED 20

Article 13 — Payment Procedures 20

Article 14 — Documentation and Audit 22

Article 15 — Contract Times 22

Article 16 — Contract Documents 24

Article 17 — Representations, Certifications, and Stipulations 25

Exhibit A–Scope of CMAR Services A-1

Article 1 — Basic Preconstruction Services A-1

Article 2 — Additional Preconstruction Services A-10

Article 3 — Basic Procurement Services A-10

Article 4 — Additional Procurement Services A-12

Article 5 — Special Services A-12

Exhibit B–Basis for Compensation B-1

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is entered into and effective this __ day of _____, 2026, by and between **City of Georgetown, Texas** ("Owner") and **Archer Western Construction, LLC** ("Construction Manager at Risk" or "CMAR").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1 — THE PROJECT

1.01 The Project , of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

Northlands Water Reclamation Facility Project
[Project Number]

1.02 CMAR acknowledges this Contract was awarded at or around the same time, and will be performed generally concurrently with, the contract for the project for Owner's Three Forks water reclamation facility project [#NUMBER]. If CMAR is awarded such project or becomes the construction manager for such project, CMAR is prohibited from using the same project team and/or Key Personnel on both projects, which is a material breach of this Contract, provided that Owner may provide written consent in its sole discretion for approval of an individual to provide discrete or other tasks on both projects as Owner may determine. This paragraph does not prohibit CMAR from using the same Subcontractors on both projects nor from CMAR performing subcontracting services on the other project.

ARTICLE 2 — ENGINEER; OWNER'S PROJECT TEAM; CMAR PERSONNEL; RELATIONSHIP OF PARTIES

2.01 Intentionally deleted.

2.02 The Owner has retained **Freese and Nichols, Inc.** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, assume those duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner as specified in the Contract Documents, and to have the rights and authority assigned to Engineer in the CMAR Contract.

2.03 The key members of the CMAR's staff for the Services and the Work shall be persons agreed upon with Owner and identified in Exhibit E ("Key Personnel"). CMAR Key Personnel shall be reasonably satisfactory to the Owner. CMAR Key Personnel shall not be changed without the written consent of the Owner (not to be unreasonably withheld, delayed or conditioned), unless the person becomes unable to perform any such duties due to death, disability or termination of employment with CMAR. Owner may reject any proposed individual or subcontractor in its sole discretion. CMAR shall furnish only skilled, properly trained, and appropriately licensed staff to perform the

Work. Owner shall have the right to require CMAR to dismiss from the Project any employee of CMAR whose performance is not reasonably satisfactory to Owner.

2.04 CMAR agrees to work closely with the Owner and the Engineer and accepts the relationship of trust and confidence established with Owner by this Agreement, including as set forth in Paragraph 3.08. Except as expressly authorized by this Agreement, CMAR has no right or authority of any kind to act as the representative of or on behalf of the Owner. CMAR is an independent contractor and not an agent of Owner.

ARTICLE 3 — CMAR SERVICES

3.01 Scope of CMAR Services

A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.

B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services if Owner authorizes CMAR in writing to do so. Owner will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.

C. The hourly billing rates provided for Basic Services and Additional Preconstruction Services and Additional Procurement Services proposed in CMAR's Proposal are binding on CMAR and Owner, and are reflected in Exhibit A-1, CMAR Services Hourly Billing Rates. Such rates shall only be modified by mutual agreement

3.03 Authorization to Provide CMAR Services

A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.

B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner, and a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner in writing before services begin.

3.04 Compensation for Basic CMAR Services

A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Preconstruction Services shown in Exhibit B Table 2.

B. The compensation amount for Basic Procurement Services will be determined in a Contract Amendment for Procurement Services based on the Billing Rates shown in Exhibit B—Table 2, Compensation for CMAR Services. The scope and compensation for these services will be based on the Procurement Strategy Plan developed in accordance with Exhibit A—Scope of Work for CMAR Services, Paragraph 1.13.

3.05 Compensation for Additional CMAR Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 2, Compensation for CMAR Services.

3.06 Compensation for Special Services

A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Services to Owner on a monthly basis in a format and in accordance with the procedures designated by Owner.

2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. As a condition prior to any payments under 3.07.B below being due, CMAR will provide (i) documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices, and (ii) only to the extent an invoice includes a CMAR Service that would entitle CMAR or any Person to a lien or bond claim, the documentation, statements, and information in Paragraph 15.02.B.1.a to 15.02.B.1.e of the General Conditions and required to accompany Applications for Payment for progress payments for Cost of Work completed, provided that for any invoice CMAR submits for CMAR Services without the documentation specified in (ii) CMAR represents and warrants to Owner that none of CMAR and any other Person are entitled to a lien or bond claim for any such CMAR Services.

B. Payments

1. For CMAR Services that are compensated on a Lump Sum (stipulated price) basis:

a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants that are part of CMAR Services, if any. Appropriate

amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.

b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.

c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

2. For CMAR Services that are compensated using Hourly Billing Rate basis:

a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.

b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.

c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:

1) Transportation and subsistence;

2) Technology charges and data charges associated with the use of computers and tablets;

3) Printing and reproduction of documents;

4) Health and safety related equipment and training; and

5) Special equipment used for CMAR Services.

3. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Services in compliance with Chapter 2251 of the Texas Government Code.

2. Owner will comply with Section 2251.042 of the Texas Government Code with regard to disputed payments.

D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and shall not be included in the GMP. Retainage will be withheld from payments of CMAR Services only to the extent required under any Law or Regulation, including, without limitation, the Texas Property Code and Texas Government Code, or to the extent CMAR or any of its Subconsultants, Subcontractors, or Suppliers may be entitled to a lien or bond claim under any applicable Law or Regulation. For any invoice for CMAR Services that CMAR submits without the documentation set forth in Paragraph 3.07.A.3(ii) above, CMAR makes the same representation to Owner to induce Owner not to withhold any retainage. Additionally, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4 — COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 2-4;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.

4.02 This Agreement establishes a CMAR Contingency allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5 — CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are subject to audit under Article 14, are not compensable as Cost of the Work, and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support, in each case located at the Site;

2. Management of Subcontractors and Suppliers;

3. Management of delegated professional design services by CMAR's subcontractors, if any;

4. Costs associated with safety programs, including safety managers and safety representatives;

5. Quality management not specifically designated to be covered in a Work Authorization;

6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;

7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;

8. Compliance with Laws and Regulations;

9. Taxes, other than those specifically designated to be covered in a Work Authorization, provided that, notwithstanding the foregoing, because Owner is a municipality in the State of Texas, materials and services utilized in the construction of the Project may be exempted from state and local taxes and CMAR is responsible for taking full advantage

of all tax exemptions applicable to the Project, which are not reimbursable Construction Support Costs and will be deducted from any Applications for Payment to the extent paid.

10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,
    c. Submittals, record data, and other documentation,
    d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
    e. Changes to the CMAR Contract per Article 11 of the General Conditions,
    f. Applications for Payment per Article 15 of the General Conditions,
    g. Maintenance of Record Documents, and
    h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
13. Costs associated with CMAR temporary facilities, including utilities, and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing office supplies, small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than $500 **[or insert other threshold price]**;
15. Costs for Site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of Site and adjacent property, cleaning during construction and final cleaning;
16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel; performance acceptance testing, (including but not limited to Functional Demonstration Tests and Site Acceptance Tests) at the Project Site, if any; and temporary operation of the facility for the limited purpose of startup, commissioning, and testing as described in this paragraph;
17. Costs associated with substantial completion, partial utilization, and final completion; and
18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

C. CMAR represents that all administrative and supervisory personnel costs, direct overhead, and other onsite costs and expenses that are expected to be incurred by the CMAR in the

performance of its administrative, supervisory, and management responsibilities under the Contract are described or itemized in Exhibit B attached hereto and incorporated herein for all purposes.

5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 3–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 4–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 4–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 2, 3, and 4 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are the costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6 — COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work or a Work Package, as applicable, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or

2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—If approved in advance by Owner in writing, payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner. Payroll costs do not include bonuses, profit sharing, incentive compensation, and any other discretionary payment.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the Site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections (including Factory Witness Tests, Functional Demonstration Tests and Site Acceptance Tests), installation checks, start-up assistance, and training, if any. Cash discounts obtained on payments made by the CMAR shall accrue to the Owner if (1) before making the payment, the CMAR included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the CMAR with which to make payments; otherwise,

cash discounts will accrue to the CMAR. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained. Amounts that accrue to the Owner in accordance with the provisions of this paragraph shall be credited to the Owner as a deduction from the Cost of the Work.

C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner as part of each Work Authorization.

   a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

   b. Costs for equipment and machinery cannot exceed the rates shown in the "Rental Rates and Specifications" published by the Associated Equipment Distributors (AED), but no higher than 75% of the prevailing competitive rates for rental of similar equipment in the Project vicinity. An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

   c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

   d. Intentionally deleted.

e. Equipment used for Site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

f. CMAR shall use commercially reasonable efforts to return rented equipment to rental company when the equipment is not being used.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services or consultants performing services related to defective or nonconforming Work.

3. Except for taxes excluded under Paragraph 6.03 below, sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.

4. Deposits lost for causes other than the negligence or failure to perform of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. If approved in writing before enrollment, cost for any Subcontractor bonds recommended by CMAR to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work, provided that bonds shall not be deemed required for Subcontractors enrolled in a subcontractor default insurance program described in Paragraph 6.02.F.9 below.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability,

and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

9. If CMAR elects to utilize a subcontractor default insurance program (sometimes referred to as SUBGUARD) and Owner approves in writing, the maximum amount to be considered reimbursable costs under this contract will be 0.7% of the total amount of subcontracts actually enrolled in such an insurance program. Enrollment in any such program will be limited to subcontracts in excess of $100,000. Any CMAR costs incurred in connection with the CMAR's elected subcontractor default insurance program that exceeds the amount reimbursed by the Owner under the formula in this paragraph will be considered to be covered by the CMAR Fee.

10. If CMAR utilizes a Contractor Controlled Insurance Program (CCIP) the maximum amount to be considered reimbursable costs under this contract will be 0.7% of the total amount premium costs associated with such CCIP.

G. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 6 or elsewhere in the Contract Documents, there shall be no duplication of costs.

6.03 Specific Exclusions from Cost of the Work

A. The Cost of the Work expressly excludes the items in this Paragraph 6.03. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.

3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

4. Costs due to the negligence or fault or failure to perform a contractual obligation of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.02.

8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

9. Owner is a municipality and materials and services utilized in the construction of the Project may be exempted from state and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. CMAR is responsible for taking full advantage of all tax exemptions applicable to the Project and such taxes are not reimbursable Costs of the Work. Owner will deduct from the Applications for Payment any taxes paid for materials or services that were entitled to tax exemption.

10. Any costs for self-insurance or insurance through a captive insurer owned or controlled by CMAR.

11. The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against CMAR resulting from such suits or claims, and payments of settlements made with the Owner's consent, if CMAR could have anticipated in the exercise of reasonable investigation that the required design, process or product was an infringement of a copyright or a patent, and failed to promptly furnish such information to the Engineer. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate CMAR's Fee or subject to the Guaranteed Maximum Price.

12. Costs and expenses arising from CMAR's indemnity obligations, including but not limited to, CMAR's costs and expenses in removing or defending against a mechanic's lien claim asserted against the Owner and/or its property, unless such mechanic's lien arises from Owner's wrongful failure to make timely payments for properly performed Work or Services or unless such lien arises from dispute for which CMAR is defending Owner's position.

13. Costs, including co-payments, not reimbursed by insurance, including but not limited to deductibles incurred by CMAR for losses covered under any insurance policy obtained for the Project. Deductible costs actually incurred for an All-Builders' Risk claim may be a Cost of the Work but shall not increase the GMP.

14. Penalties for the failure of the CMAR or a Subcontractor or another party for whom CMAR is responsible under the Contract to comply with applicable Laws and Regulations, unless the penalties are the result of the CMAR's compliance with the Contract Documents.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

6.05 Savings

A. If upon completion of the Project or any Work Package, the actual Cost of the Work plus the CMAR's Fee is less than the GMP for the Project or such Work Package, as applicable, as set forth herein and as adjusted by Change Orders, the Savings (defined below) will belong to Owner. "Savings" means, with respect to the Project or a Work Package, as applicable, the GMP as adjusted by Change Orders, less (i) the Cost of the Work, (ii) the CMAR's Fee, (iii) the Construction Support Costs, and (iv) used CMAR's Contingency. If this Agreement is

terminated for any reason prior to Substantial Completion of the Work, all Savings shall be kept by the Owner.

6.06 Changes

A. Owner in its sole discretion may, pursuant to the procedures set forth in this Agreement and the General Conditions, authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. CMAR will use commercially reasonable efforts to implement and perform such modifications without impacting the established schedule for performing and completing any Work. If it is not possible to avoid such an impact, CMAR will promptly notify Owner of the anticipated impact and obtain Owner's consent prior to implementing the applicable modification. Owner, in its sole discretion, may forego or delay such modifications or temporarily adjust the Work to be performed by CMAR, or the schedules associated therewith, to permit CMAR's implementation and performance of such modifications.

ARTICLE 7 — CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit B Table 1. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

ARTICLE 8 — CMAR CONTINGENCY

8.01 CMAR Contingency

A. A separate CMAR Contingency may be established as part of the GMP for each Work Package, and if there are no Work Packages, as part of the GMP for the Project. The nature and amounts of CMAR Contingency will be shown in Exhibit B Table 1 as a separate line item for the Project or each Work Package, as appliable, and the CMAR Contingency funds are for CMAR's use to reimburse CMAR for costs considered reimbursable as Cost of the Work performed due to unforeseen causes or events which cannot reasonably be anticipated at the time Work Authorizations are issued as developed during preconstruction services and agreed to by Owner in writing.

B. CMAR Contingency funds will be included as a separate line item in the Schedule of Values. CMAR will provide a monthly written statement summarizing the CMAR Contingency activity, including buyout savings, and any balance adjustment from the previous period. The CMAR Contingency funds may be used by CMAR upon written authorization of Owner for costs sustained by either CMAR itself or a Subcontractor, for the allowable categories set forth in the Risk Register to be developed by CMAR during Preconstruction Services and agreed to in writing my Owner. The CMAR Contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract or for correcting mistakes or errors in the Work by CMAR or its Subcontractors except as agreed in writing by Owner prior to issuance of a Work Package or as part of the accepted GMP.

C. If CMAR was paid for the following costs, the money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers, shall be returned to Owner as Savings.

D. The CMAR Contingency will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

E. The CMAR Contingency will not be used to recover the cost of items that are compensable as a Cost of the Work.

F. Not used.

G. Any buyout savings shall be transferred to the CMAR Contingency. The term "buyout savings" refers to the amount by which the actual Cost of the Work as established by a subcontract or purchase order in such form as, and based upon Bids that have been approved by Owner, is less than the amounts shown for such portions of the Work in the Guaranteed Maximum Price. As subcontracts and all other agreements related to a particular Work Authorization are executed, the CMAR shall submit to Owner a log, updated to show the amounts of buyout savings for transfer to the CMAR Contingency

H. The designated CMAR Contingency is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency.

I. CMAR will submit applications for reimbursement from the CMAR Contingency to Owner for written approval, in a format acceptable to Owner, together with appropriate documentation. Payments from the CMAR Contingency will be recorded in the Application for Payment.

ARTICLE 9 — WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by CMAR in consultation with Engineer, and approved by Owner, describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CMAR must be authorized by the execution of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. Owner will issue each Work Authorization using the Work Authorization form provided by the Owner.

D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work, including the Cost of the Work, applicable CMAR Fee, applicable Construction Support Costs, and any CMAR Contingency for such Work. Such compensation shall be considered a binding GMP under Article 11.

E. CMAR is not entitled to compensation for providing Work that Owner has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction for a portion of the Work, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for the following to the extent such expenses are specific to that portion of the Work (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain

Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10 — PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CMAR will, in accordance with applicable Laws and Regulations, publicly advertise and solicit competitive unit price and/or lump sum bids/proposals ("Bids"), as determined in consultation with Owner, from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor Work that may be included in General Conditions. CMAR shall establish the criteria for determining the Bid that provides the best value to the Owner, which shall be subject to Owner's approval, and included in the requests for Bids. The CMAR shall notify the Owner in advance in writing of the date it will receive the Bids.

B. Subject to the requirements in Texas Government Code Chapter 2269, Subchapter F, CMAR may submit a Bid to self-perform up to 60% of the Work of each Work Package (or the Project as a whole if there are no Work Packages) based on a monetary basis, so long as doing so will not limit bidding by competing bidders (prospective Subcontractors), provided that CMAR may request to exceed such limitation upon a showing, as determined in Owner's sole discretion, that (i) despite CMAR's best efforts CMAR could not obtain sufficient qualified competitive Bids from other trade contractors, or (ii) it would provide the best value to Owner or be in Owner's best interest to permit CMAR to self-perform such Work. If CMAR desires to self-perform any Work, CMAR shall submit its Bid for those portions of the Work in the same manner as all other trade contractors or Subcontractors, provided that CMAR shall not have access to, or review, Bids from all other trade contractors or Subcontractors pertaining to such Work prior to the opening of such Bids with the Owner as required by Paragraph 10.01.C below, and further provided that CMAR's Bid shall not duplicate any of CMAR's Construction Support Costs or other costs. For any Work CMAR desires to self-perform CMAR must comply with this paragraph and receive Owner's approval in accordance with this Paragraph 10.01 prior to such Work and the cost therefore being included in a GMP Proposal.

C. All Bids are to be opened in the presence of the Owner. If CMAR has submitted a Bid to self-perform Work as provided by Paragraph 10.01.B above, the Owner will determine whether CMAR's Bid provides the best value for the Owner and will award the subcontract for such Work to the bidder Owner determines provides the best value to Owner, which may be CMAR or a different bidder. For Work that CMAR has not submitted a Bid, CMAR will recommend to the Owner the Bid from the responsible bidder submitting the responsive bid that provides the best value to the Owner for that portion of the Work for which Bids are received.

D. In accordance with the requirements of Texas Government Code Chapter 2269, Subchapter F:

1. For any Bids CMAR reviews, CMAR shall review all such Bids in a manner that does not disclose the contents of any Bid to a party not employed by either a member of the OPT or CMAR.

2. If CMAR reviews, evaluates, and recommends to the Owner a Bid, but Owner requires another Bid be accepted, Owner shall compensate the CMAR by a change in the Contract Price or Contract Time(s) for any additional cost and risk that the CMAR incurs because of the Owner's requirement that such other Bid be accepted. This paragraph does not apply to Bids Owner has accepted accordance with Paragraph 10.01.C above for Work for which CMAR has submitted a Bid to self-perform (regardless of whether Owner accepted the Bid of CMAR or another bidder).

E. All subcontracts must be on a lump sum or unit price basis unless other payment terms are approved in writing and in advance by the Owner. Upon Owner's approval in the final terms of the subcontract, CMAR shall enter into a written subcontract for the subcontract work and promptly provide a copy to the Owner. All Bids shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.

F. If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph 10.01 or defaults in the performance of its Work, the CMAR may, with written approval of the Owner and without further advertising, select a replacement trade contractor or subcontractor to do so.

G. CMAR shall include in each Subcontract a provision permitting Contractor to assign to Owner each subcontract upon termination of this Agreement pursuant to Paragraph 16.02 of the General Conditions. Upon such termination, CMAR agrees, upon Owner's written request, to execute an assignment of any or all subcontracts to Owner. Each subcontract shall contain provisions stating that: (1) upon assignment of each subcontract to Owner, Subcontractor shall assume toward the Owner all of the obligations and responsibilities which the CMAR by the Contract Documents, assumes toward the Owner; (2) Owner's liability to Subcontractor for any costs incurred by Subcontractor prior to the assignment shall be limited to amounts that would have been properly owed by Owner to CMAR and by CMAR to the Subcontractor for Work performed by that Subcontractor prior to the termination and for which Owner has not yet issued payment to CMAR unless otherwise agreed to in writing by Owner following the assignment.

H. Value engineering or cost saving alternative proposals contained in any CMAR or Subcontractor bids must be set forth as alternates to bid required by Drawings or Specifications. CMAR shall consult with Owner and Engineer before awarding any alternates to any Subcontractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance. "Value engineering" has its commonly accepted meaning within the construction industry and does not imply the practice of architecture or engineering with or without a license.

ARTICLE 11 — GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the Work Package(s) or the Project, as applicable, the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP for the Work or a specified portion thereof, established by the process stated in Paragraphs 11.02 and 11.03 for such Work Package(s) or the Project, as applicable.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CMAR Fee (Article 7); and

D. CMAR's Contingency Amount (Article 8).

11.02 The Estimated GMP indicated in Exhibit B Table 1, Item 44—Estimated Guaranteed Maximum Price is a preliminary figure for the entire Project as of the Effective Date of the Contract. CMAR will revise the Estimated GMP as the design is continued and completed.

11.03 A binding GMP for each Work Package will be established following these procedures:

A. When a Work Package(s) reaches a level of design development that the Owner in consultation with CMAR determines is sufficient to establish a binding GMP for such Work Package(s), CMAR will propose a GMP Proposal for such Work Package(s) for Owner's approval, provided that, Owner in its sole discretion may determine the necessary level of design development sufficient to establish such binding GMP. Upon acceptance of a GMP Proposal, a binding GMP is established for that portion of the Work, which shall include Construction Support Costs, the Cost of the Work, the CMAR Fee, and any CMAR Contingency associated with that portion of the Work. Additional GMP Proposals shall be proposed by CMAR as Work Packages are prepared, and as GMP Proposals are accepted, the overall binding GMP for the Project shall increase, provided that Owner is entitled to Savings from each Work Package as provided in Paragraph 6.05. Upon execution of the final GMP Proposal for the Project, the cumulative total of the GMPs for all GMP Proposals executed for the Project shall be the overall binding GMP for the Project, provided that Owner is entitled to Savings from each Work Package as provided in Paragraph 6.05.

1. Owner and CMAR may agree to binding GMPs for defined portions of Work for the Project, comprised of multiple Work Packages and not encompassing the entirety of the Project, if desired. Such arrangements shall be specified in the form of Work Authorizations or other modifications to the Contract.

11.04 In preparing and proposing a GMP Proposal, CMAR represents that:

A. CMAR has included in such GMP Proposal all Work required by and described in the applicable Work Package(s), including Work pending the continued development and completion of the Drawings and Specifications; and

B. Such GMP Proposal excludes only Work that CMAR, could not have reasonably anticipated as a result of changes to the scope of the applicable Work Package(s), including any changes to systems, kinds and qualities of materials, finishes or equipment, after the date of the GMP Proposal.

11.05 CMAR shall not withdraw its GMP Proposal for the Project or the applicable Work Package(s) for sixty (60) days following respective submission to the Owner, subject to changes in the GMP Proposal for the Project based on the development of a new Work Package during such time period that Owner requests is include in such GMP Proposal. If Owner accepts such GMP Proposal, Owner and CMAR shall execute a Work Authorization for such GMP Proposal, which shall become part of the Contract as a Contract Amendment, and CMAR shall perform the Work covered by such Work Authorization in accordance with its terms and the terms hereof.

11.06 CMAR shall prepare and submit each GMP Proposal in accordance with the guidelines and delivered in the format specified by Owner. GMP Proposals and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the

interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

11.07 Each GMP Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the construction documents except for material changes in scope and shall include the CMAR Contingency.

11.08 Price Escalation—CMAR shall not be entitled to recover an increase in a GMP as a result of price escalations in the marketplace or price increases due to labor or materials shortages or tariffs or to recover such increases in excess of a GMP.

11.09 Owner's Construction Budget

A. Owner will provide to CMAR Owner's construction budget (Budget) and CMAR shall develop its procurement, phasing, and sequencing strategy, identifying each Work Package used to construct the Work, such that the GMP for the entire Project will not exceed Owner's Budget. Owner, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.

B. Owner will revise the Budget to incorporate Change Orders that change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Project, the Budget must correlate to GMP line items, and the GMP for the Project must be less than or equal to the Budget.

C. Except to the extent CMAR makes a successful Claim in accordance with Article 12 of the General Conditions, if the Cost of the Work, including the CMAR's Construction Support Costs, together with the CMAR's Fee, for Work Package(s) that are included an accepted GMP Proposal, exceed the applicable GMP, then CMAR shall pay such excess from its own funds and shall have no Claim against Owner on account thereof. If Owner is required to pay any such excess for any reason, CMAR shall be obligated to reimburse Owner such amounts plus interest and all costs of collection, including without limitation, attorneys' fees and expert costs.

11.10 Owner's Right to Accept or Reject GMP Proposal

A. The Guaranteed Maximum Price for all Work on the Project and Work Packages cannot exceed the Owner's Budget.

B. Should a GMP Proposal be unacceptable or not submitted in good faith pursuant hereto, in Owner's sole option and discretion (which determination is final), the Owner reserves the right to, in addition to exercising any right afforded under Law or pursuant to the Contract Documents:

1. Negotiate such GMP with CMAR and/or approve an increase in the Owner's Construction Budget in writing.

2. Authorize rebidding or renegotiation for some or all parts of the Project or Work Package within a reasonable time without an increase in the Guaranteed Maximum Price.

3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.

4. Abandon the Project, in whole or in part, and terminate this Contract in whole or in part in accordance with applicable termination for convenience provisions, or, if Owner

determines at its sole option and discretion the GMP Proposal was not submitted in good faith, in accordance with applicable termination for cause provisions.

5. Request a GMP Proposal or competitive sealed proposals for the applicable Work Package(s) from other firms.

C. If Owner selects the option described in Paragraph 11.10.B.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

D. If Owner selects the option described in Paragraph 11.10.B.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.

E. If Owner selects the option described in Paragraph 11.10.B.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

F. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Budget.

G. Once accepted by Owner, the amount of the GMP shall not be increased except by written Change Order executed by both Owner and CMAR before any Change Order Work is performed. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contact Documents or a change in any time period provided for in the Contact Documents. CMAR acknowledges that the Owner is relying upon the CMAR's skill and experience in connection with the CMAR Services and Work. CMAR agrees that in determining the Guaranteed Maximum Price and Contract Time, CMAR has exercised the best skill and efforts of the CMAR to make appropriate judgments and inferences in connection with the requirements of the Contract Documents and all inquiries of the Engineer, the Engineer's consultants, and the OPT to clarify the Contract Documents as necessary to calculate and establish both the Guaranteed Maximum Price and Contract Time.

11.11 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation

for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer have access to CMAR Contingency funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs A and B:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

ARTICLE 12 — RESERVED

ARTICLE 13 — PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. After confirming quantities with the Engineer, CMAR shall submit certified Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CMAR's Applications for Payment that Owner approves based on CMAR's Applications for Payment and accompanying supporting documentation, within **31** days of receiving CMAR's certified Application for Payment (which shall be the date of the invoice for purposes of Section 2251.021 of the Government Code), provided that such Applications for Payment have been timely submitted and satisfied all requirements of the Contract and conditions for payment, including, without limitation, Paragraph 15.02 of the General Conditions. Notwithstanding the foregoing, Owner shall be entitled to withhold amounts of an Application for Payment that are not certified, or as permitted by Law to the extent there is a bona fide dispute between Owner and CMAR, between CMAR and a Subcontractor or Supplier, or between a Subcontractor and its Subcontractor or Supplier.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Final Completion of the Project, Owner will withhold 5% as retainage from approved progress payments, which shall be held and disbursed in accordance with Chapter 2252 of the Texas Government Code. Owner may withhold from progress

payments any amount, including but not limited to liquidated damages, Owner is entitled to withhold in accordance with the Contract.

13.03 Final Payment

A. Upon Final Completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Final Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

A. All undisputed amounts not paid when due will accrue interest as prescribed in Texas Government Code Section 2251.021.

13.06 Joint Payments to Subcontractors

A. If Owner withholds certification for payment, Owner may, at its sole option, issue joint checks to CMAR and to any Subcontractor or Supplier to whom the CMAR failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, Owner will notify CMAR and CMAR shall reflect such payment on its next monthly payment application.

13.07 CMAR acknowledges that the timely and complete performance of its obligations pursuant to the Agreement is critical to the operations of Owner. Accordingly, in the event of a dispute between Owner and CMAR, CMAR will continue to so perform its obligations under the Agreement and Owner will continue to make undisputed payments during the resolution of such dispute until Final Completion or termination of the Contract.

13.08 Notwithstanding any provisions in the Contract Documents to the contrary, the Owner may withhold payment to the CMAR to the extent reasonably necessary to protect its interests hereunder if any one or more of the following conditions exist:

A. CMAR is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents and Owner reasonably anticipates it could incur costs as a result of such default;

B. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment will be made as to the part thereof attributable to Work which is performed in accordance with the Contract Documents and is not defective (unless otherwise specified herein, only that portion of the Work which is defective will not be paid);

C. CMAR has failed to make payments promptly to Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of this Agreement and the General Conditions;

D. If Owner in good faith determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the GMP that remaining unpaid as determined by Owner to be sufficient to so complete the Work,

provided however, if the shortfall is due to Owner's failure to approve Change Order proposals unless subject to a good faith dispute between the parties, then this provision shall not apply; or

E. CMAR fails to deliver the affidavits, releases and waivers of lien required with an Application for Payment.

ARTICLE 14 — DOCUMENTATION AND AUDIT

14.01 Documentation

A. CMAR and Subcontractors will establish and maintain records of all costs and expenses related to the Project in accordance with in the Audit Exhibit attached hereto as Exhibit D and incorporated herein (as the term "records" is defined in such Exhibit) and in accordance with generally accepted accounting practices (GAAP) in accordance with cost accounting standards issued by the Federal Office of Management and Budget Cost Accounting Standards Board.

B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as required by the Contract Documents.

14.02 Audit

A. Owner shall have the right to inspect and audit all CMAR's records relating to the Project as provided in the Audit Exhibit (as the term "records" is defined in such Exhibit). CMAR shall preserve all such documents and records as prescribed therein and organized by each Application for Payment period. Subcontractors performing any Work will retain such records and afford such access to Owner, and preserve such documents, to the same extent required of CMAR, which obligations CMAR shall incorporate into CMAR's subcontract with Subcontractor.

ARTICLE 15 — CONTRACT TIMES

15.01 Contract Times—Dates

A. The Work for the entire Project will reach Substantial Completion on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.

B. The dates by which the Work for each Work Package will reach Substantial Completion, and by which such Work will be completed and ready for final payment with respect to such Work Package, will be set out in a Work Authorization issued after execution of a Contract Amendment confirming Owner's accepted GMP Proposal for such Work Package and will comply with provisions of Article 15.

15.02 Liquidated Damages

A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion of Work Packages and the Project, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also acknowledge the actual delay damages which will be suffered by Owner if the Work is not completed on time is difficult if not

impossible to determine and that the liquidated damages agreed to in the Contract Documents shall not be deemed a penalty, and are a fair and reasonable estimate of the delay damages Owner is expected to suffer.

1. Each Work Authorization and the accepted GMP Proposal will specify the amount of liquidated damages CMAR shall pay Owner for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for Substantial Completion of the Work Authorization or the Projects as applicable. Liquidated Damages for the time between Substantial Completion and Final Completion will also be specified in each Work Authorization and in the accepted GMP Proposal.

2. If Owner recovers liquidated damages for a delay in completion of the Project or any Work Package or a specified Milestone by CMAR, such damages will not limit the Owner from exercising any other rights and remedies under the Contract or entitlement to damages for any injury, damage or loss, including, without limitation, any termination rights that the Owner may have as a result of such delay.

3. The Owner may deduct liquidated damages described in this Paragraph 15.02 from any unpaid amounts due the CMAR under this Agreement. Any liquidated damages not deducted from any unpaid amounts due the CMAR shall be payable to the Owner at the demand of the Owner. In the event the CMAR successfully challenges the enforceability of the liquidated damages set forth in the Contract, then, notwithstanding any provision to the contrary in the Contract Documents, the CMAR shall pay the Owner all actual damages, including consequential damages, incurred by the Owner in connection with the CMAR's failure to achieve Substantial Completion of the Work or specified portion thereof within the specified Contract Time(s), as duly modified, including all costs incurred by the Owner in proving its actual and consequential damages, including all attorneys' fees, experts' fees, costs and expenses.

B. Liquidated damages under this Paragraph 15.02 shall be the Owner's sole and exclusive monetary remedy for delay, except when challenged by CMAR as described in Paragraph 15.02.A.3.

15.03 Intentionally Deleted.

15.04 Time is of the Essence

A. ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE. CMAR agrees to perform its obligations with due diligence and within such time limits set forth in the Contract Documents and shall use reasonable efforts to mitigate any risk of delays.

15.05 Milestones and Associated Damages

A. Milestones and associated damages may be established in Work Authorization(s) executed by the Parties.

ARTICLE 16 — CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. General Conditions.

3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications whether completed as of the Effective Date of the Contract or otherwise.)
5. Drawings and Specifications, whether completed as of the Effective Date of the Contract or otherwise**.**
6. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A, Scope of CMAR's Services;
    b. Exhibit B, Basis of Compensation;
    c. Exhibit C, Insurance Requirements
    d. Exhibit D, Audit Exhibit
    e. Exhibit E, Key Personnel
    f. Exhibit F, Lien and Bond Claim Release and Waivers (F-1, F-2, F-3, F-4)
    g. Exhibit G, Forms of Bonds
    h. Exhibit H, Foreseeable Bad Weather Days
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Contract Amendments;
    b. CMAR'S GMP Proposal(s) for the Project or Work Package(s) when accepted by Owner, and any executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
    c. Work Authorization Modifications;
        1) Work Change Directives;
        2) Change Orders; and
        3) Field Orders.
    d. Performance and Payment Bonds; and
    e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

D. If there is any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) the terms of the main body of the Agreement; (2) the terms of the Exhibits to this Agreement; (3) the Supplementary Conditions; (4) the General Conditions; and (5) the Drawings and Specifications, with those of a later date taking precedence over those of an earlier date. If there are conflicting provisions within the individual category of the Contract Documents identified above, unless expressly excused by Owner in writing, the provision that establishes the higher quality or uses the more stringent standard shall prevail. An amendment,

modification, or change to this Contract shall take precedence over the term it amends, and with respect to the other terms of this Contract, will take its precedence regarding the term it amends in accordance with this Section. All other documents and terms and conditions not affected by the amendment, modification, or change shall remain unchanged.

ARTICLE 17 — REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations:

1. CMAR has examined and carefully studied the Request for Proposals, Contract Documents, including Addenda.
2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, and prior to submitting a GMP Proposal will have notified Owner in writing of any concerns about the adequacy of such information or has had the opportunity to conduct its own subsurface investigation.
5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CMAR has considered the information known to CMAR itself; information in the Request for Proposals; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CMAR is aware of the nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CMAR has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to CMAR.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. CMAR has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the Owner under this Agreement. CMAR further agrees that CMAR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the Owner under this Agreement) for any of the services performed by CMAR under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to CMAR, CMAR shall immediately report that fact to the Owner and, at the sole option of the Owner, the Owner may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to CMAR under this Agreement.

B. CMAR further represents that CMAR will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to this Contract, and CMAR agrees that this Contract can be terminated if the CMAR knowingly or intentionally fails to comply with a requirement of that subchapter.

17.02 CMAR's Certifications.

A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CMAR:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

ARTICLE 1 — BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and CMAR's plan for implementation of Preconstruction Services.

2. Participate in periodic meetings with Owner and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur at least monthly, and more frequently before establishing a GMP.

3. Participate in bi-weekly progress meetings with Engineer

B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.

2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages. Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.

B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.

C. Provide recommendations to the OPT for the following: on construction feasibility; regarding actions designed to minimize adverse effects on labor productivity or material shortages; on time requirements for procurement (including long-lead items), installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

D. Review Contract Documents and in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Take field measurements and verify field conditions (including as required by 1.03.E below), compare them to such documents, and promptly report to Engineer and Owner any questions, errors, inconsistencies, inadequacies, insufficiencies, or omissions (collectively "Deficiencies") in the Specifications, Drawings, or other design documents. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:
   a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
   b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
   c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
2. Constructability, including sequencing or coordination issues:
   a. Adequacy of details for construction;
   b. Potential conflicts during construction;
   c. Feasibility of construction;
   d. Construction sequencing;
   e. Ability to coordinate among Subcontractors and Suppliers; and
   f. Coordination between Contract Documents.
3. Operability:
   a. Ability to minimize disruptions to existing operations;
   b. Ability to complete construction connections to existing facilities or utilities;
   c. Modifications to facilitate initial start-up and/or performance testing; and
   d. Ability of Owner to operate/maintain the facility when completed.
4. Possible use of patented, licensed, or copyrighted products.
5. Requirements for Subcontractor and equipment and materials procurement.
6. Completeness, consistency, and clarity.

E. Subsurface conditions and Underground Facilities

1. Review information made available by Owner.
   a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner and Engineer of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if

conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.

b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.

2. Owner will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.

F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.

G. Provide review comments in writing using the processes or procedures prescribed by the Owner. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

H. CMAR must review the Contract Documents and other documents described in 1.03.D above on a continuous basis throughout performance of its scope of Services and Work and promptly report any Deficiencies or potential Deficiencies that it discovers to the Owner and Engineer. CMAR shall be responsible for the consequences of defects that result from its failure to disclosure Deficiencies that it knew or should have known about in its capacity as a contractor and not as a person licensed or registered under Title 6, Occupations Code. CMAR shall be liable to Owner for the consequence of defects that result from CMAR's failure to promptly disclose potential Deficiencies in writing to Owner and Engineer.

I. To the extent the Owner requires any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and not professional design services except to the extent the Construction Documents require professional design services. The Owner will, with due diligence, refer such questions, matters, and inquiries to the design professional and the CMAR shall have no liability to the Owner or the Engineer for its consultation for such services to the extent those services are the kind that must be performed by a person licensed or registered under Title 6, Occupations Code and not by CMAR in its capacity as a contractor.

1.04 Construction Management Plan

A. Develop a written Construction Management Plan that incorporates the following elements:

1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;

2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;

3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;

4. Construction contract administration;

5. Cost management;

6. Time management;

7. Quality management;
8. Risk management;
9. Safety management;
10. Site management and environmental controls;
11. Regulatory requirements and permits;
12. Procurement Strategy Plan; and
13. Start up and commissioning program.

B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft Construction Management Plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract.

B. Communications

1. Assist the OPT with planning Project meetings, participate in these meetings and provide documentation as requested by the OPT.
2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.

B. Work with Owner to update the Budget with supporting data for review by the OPT at the following intervals:

1. Completion of preliminary design documents by the Engineer and approval by the Owner.
2. Completion of design development documents by the Engineer and approval by the Owner.
3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.

C. Assist Owner in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

E. Notify the OPT immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's preliminary schedule if any,, and the schedule for design, and preconstruction and procurement services, and construction services into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.

C. Make appropriate recommendations to the OPT if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.

D. Revise the master schedule at appropriate intervals as the design is developed, Work Packages are prepared, and any GMPs are established.

E. Maintain the master schedule covering the entirety of the Work as well as particular portions of the Work, as directed by Owner.

F. Revise the master schedule after the GMP is established.

1.08 Quality Management

A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the Contract Documents, including the General Requirements.

1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other

capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.

3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.

4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.

6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.

B. Identify additional information that will help with risk assessment.

C. Provide recommendations for appropriate allocation of construction risks.

D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.

E. Review legal requirements for subcontractor and equipment procurement for risk impacts.

F. Suggest strategies to minimize risk.

G. Prepare and maintain a detailed Risk Register with input from the Owner and other members of the OPT; and provide prompt updates to OPT.

1.10 Safety Management

A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.

B. The Health and Safety Plan is to include at least the following information:

1. Background information identifying the CMAR, Project description, and location;
2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
3. Role of safety representative (see General Conditions, Paragraph 7.16);
4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
5. Objectives of the Health and Safety Plan;
6. Administration and enforcement of the Health and Safety Plan;
7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:

1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
3. Storage facilities, parking, and construction equipment storage and maintenance;

4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
5. Site security, site safety, and emergency responses;
6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
8. Reference data and control points; and
9. Cleaning during construction and containment and disposal of waste materials.

B. Review plan with Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.

C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.

B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.

C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the OPT a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Provide for procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization, as necessary, to meet the project schedule.

E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.

F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the OPT to assist with deciding on how to proceed.

1.14 Value Engineering Studies

A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.

C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

1.15 Start Up and Commissioning Program

A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner to develop a table of roles and responsibilities for CMAR team and the OPT.

B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.

C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.

D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.

F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

ARTICLE 2 — ADDITIONAL PRECONSTRUCTION SERVICES

ARTICLE 3 — BASIC PROCUREMENT SERVICES

3.01 Project Management

A. Participate in Project Meetings

1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.

2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **[weekly]** at times when procurement activities for Work Packages are underway.

B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner.

C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:

1. Bid opportunities for Work Packages;
2. Special requirements of the Contract Documents;
3. Prevailing wage requirements;
4. Equal employment opportunity requirements; and
5. Diverse Business Enterprise requirements, if any.

B. Obtain responses from the Owner, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

A. Receive draft Addenda prepared by the Owner in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.

B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders as required in Article 10 and all applicable Laws and Regulations.

B. Where allowed by state Laws and Regulations and subject to Paragraph 10.01 of the Agreement, the CMAR may be able to self-perform portions of the Work provided bids for such self-performed work are handled in accordance with Laws and Regulations and as specified in Article 10 of the Agreement..

C. Review all Bids submitted in the presence of the Owner in a way that does not disclose the contents of the Bid during the selection process to any entity other than the OPT and CMAR.

D. Compare Bids received to the line-item budget prepared for the Project prior to the opening of Bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each Bid received with the OPT and recommend which Bid received will provide best value for the Owner.

E. Evaluate any substitutions or alternate bids offered by bidders. Owner, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Engineer, will determine if the substitution or alternate is acceptable.

F. Except as provided in Paragraph 10.01 of the Agreement, the Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a

Subcontractor or Supplier different from the entity submitting the Bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive Bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.

H. Make all bids available to Owner on request and to public after the award of contract or not later than 7 days after the date of the final selection of bids or proposals.

3.07 Additional Copies of Documents

A. Furnishing additional sets of printed documents.

ARTICLE 4 — ADDITIONAL PROCUREMENT SERVICES[1]

4.01 Prequalification of Bidders

A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CMAR will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.02 Additional Work Packages

A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

ARTICLE 5 — SPECIAL SERVICES

5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

EXHIBIT B–BASIS OF COMPENSATION

ATTACHMENT A–DETAILED INFORMATION FOR AGREEMENT EXHIBIT B

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CMAR Services	= Table 2, R 11	Transfers amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Transfers amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Transfers amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	**(2 + 3)**	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	**[Enter %]**	Enter the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	**(5 x 6)**	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	**(5 + 7)**	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	**(9 x 10)**	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	**(9 + 11)**	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.

Item	Item Title	Calculation	Comment
14	Incorporated Equipment and Materials— CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.
15	Incorporated Equipment and Materials—CMAR Fee Amount	**(13 x 14)**	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	**(13 + 15)**	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	**(17 x 18)**	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	**(17 + 19)**	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	**(21 x 22)**	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	**(21 + 23)**	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	**(25 x 26)**	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.

Item	Item Title	Calculation	Comment
28	Construction Equipment Cost—Cost with CMAR Fee	(25 + 27)	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Supplemental Cost.
30	Supplemental Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	(29 x 30)	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	(29 + 31)	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	∑ (9, 13, 17, 21, 25, 29)	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	∑ (11, 15, 19, 23, 27, 31)	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	∑ (12, 16, 20, 24, 28, 32)	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of the Cost of the Work Categories.
36	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	[Enter Value]	Enter the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	(36 + 37)	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Percentage	[Enter %]	Enter the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency.
40	Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency	(39 x 40)	Worksheet calculates amount of CMAR Contingency by multiplying the CMAR Contingency Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency	[Enter Amount]	Identify other contingencies proposed or negotiated to be included in the Contract Price. Contingency should be restricted to use for its stated purpose. Contingency amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to a contingency. Enter a description of the contingency item and the amount for the contingency.
43	Total CMAR and Other Contingency	(41 + 42)	Worksheet calculates Total CMAR and Other Contingency amount by adding the CMAR Contingency to other specified contingency.

Item	Item Title	Calculation	Comment
44	Estimated Guaranteed Maximum Price	**(4 + (8 or 35 or 38 + 43)**	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items **8**, **35**, or **38** may be deleted. Delete terms that appear as **#REF!** in the equation for **44** per the Note to User for this section.
45	Owner's Contingency	**[Enter Amount]**	Enter the Owner's Contingency amount if the Owner's Contingency is to be include in the Contract Price.
46	Total Amount of Contract Award	**(1 + 44 + 45)**	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency.
47	Substantial Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
48	Final Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
49	Construction Period Days	**(47 + 48)**	Worksheet calculates the Construction Period by adding the number of day to reach Substantial Completion to the number of additional days to reach Final Completion.

Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Comment
a	Task	**[Enter Data]**	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	**[Enter Data]**	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	**[Enter Data]**	Enter the name of each CMAR service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	**[Enter Data]**	Enter the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	**[Enter Amount]**	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs C c x Rate C c + Hrs C d x Rate C d + Hrs C e x Rate C e + Hrs C f x Rate C f + Hrs C g x Rate C g	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.

Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	∑ C h for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	∑ C h for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	**(1 + 2)**	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	∑ C h for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	∑ C h for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	**(4 + 5)**	Worksheet calculates total for Procurement Services.
7	Total Owner's Contingency for CMAR Special Services (Stipulated Sum)	**[Enter Amount]**	Enter an amount for an Owner's Contingency dedicated to CMAR Special Services. Owner may choose to use Owner's Contingency to cover these additional services or may prefer that these be separate and reserved for CMAR services. This is recommended if Owner Contingency will be established later as part of negotiations for the GMP
8	Owner's Contingency for CMAR Special Services Percentage	**[Enter %]**	Enter the amount for the Owner's Contingency. Owner can base the amount of its contingency for CMAR Special Services as a percentage of totals for Preconstruction Services and Procurement Services. Enter that percentage here.

Row	Row Title	Calculation	Comment
9	Owner's Contingency for CMAR based on Special Services (% of CMAR Services)	**(3 + 6) x 8**	Worksheet calculates the Owner's Contingency based on the percentage for CMAR Special services entered in p and the totals for Preconstruction and Procurement Services. This provides a larger contingency that will adjust if Additional services are added. Change the calculations if the Contingency is to be based on the total for Basic services only ((**1** + **4**) x **8**).
10	Total Owner's Contingency for CMAR Special Services	**= 7 or 9**	Worksheet calculates the Owner's Contingency. If no percentage is entered in **8** the amount in **7** will be returned in **10.** If a percentage is entered in **8,** then **9** will be returned.
11	Total Cost for CMAR Services	**(3 + 6 +10)**	Worksheet calculates the total for CMAR Services. This number is transferred to **Table 1 R 1** to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3—Basis of Compensation for Fixed Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Fixed Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Fixed Construction Support Costs	∑ C g	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to Table 1, R 2.

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Time Sensitive Construction Support Costs	**∑ C g**	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to **Table 1**, **R 3**.
2	Construction Period	**= (Table 1, R 49)**	Number of days in the Construction Period. This number is transferred here from **Table 1**, **R 49**.
3	Construction Support Cost Extended Rate	**(1 / 2)**	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

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TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 8

Article 2— Preliminary Matters 9

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 9

2.02 Copies of Documents 9

2.03 Electronic Transmittals 9

2.04 Construction Management 9

Article 3— Contract Documents: Intent, Requirements, Reuse 10

3.01 Intent 10

3.02 Reference Standards 10

3.03 Reporting and Resolving Discrepancies 11

3.04 Interpretation of the Design Documents 12

3.05 Reuse of Documents 12

Article 4— Commencement and Progress of the Work 13

4.01 Commencement of Contract Times; Notice to Proceed 13

4.02 Starting the Work 13

4.03 Reference Points 13

4.04 Progress Schedule 13

4.05 Delays in CMAR's Progress 14

Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 17

5.01 Availability of Lands 17

5.02 Use of Site and Other Areas 17

5.03 Subsurface and Physical Conditions 18

5.04 Differing Subsurface or Physical Conditions 20

5.05 Underground Facilities 22

5.06 Hazardous Environmental Conditions at Site 24

Article 6— Bonds and Insurance 26

Article 7— CMAR's Responsibilities 26
7.01 CMAR's Means and Methods of Construction 26
7.02 Supervision and Superintendence 26
7.03 CMAR Services—Key Personnel and Subconsultants 27
7.04 Quality of CMAR Services 27
7.05 Continuation or Termination of CMAR Services 27
7.06 Labor; Working Hours 27
7.07 Services, Materials, and Equipment 28
7.08 "Or Equals" 29
7.09 Substitutes 30
7.10 Concerning Subcontractors and Suppliers 32
7.11 Patent Fees and Royalties 33
7.12 Permits 33
7.13 Taxes 34
7.14 Laws and Regulations 34
7.15 Record Documents 35
7.16 Safety and Protection 35
7.17 Hazard Communication Programs 36
7.18 Emergencies 36
7.19 Submittals 37
7.20 CMAR's General Warranty and Guarantee 39
7.21 Indemnification 40
7.22 Delegation of Professional Design Services 42
7.23 CMAR's Collaboration Responsibilities 43
Article 8— Other Work at the Site 44
8.01 Other Work 44
8.02 Coordination 44
8.03 Legal Relationships 45
Article 9— Owner's Responsibilities 46
9.01 Communications to CMAR 46
9.02 Replacement of Engineer 46
9.03 Furnish Data 46
9.04 Pay CMAR 46

9.05 Lands and Easements; Reports, Tests, and Drawings 46
9.06 Insurance 46
9.07 Change Orders 46
9.08 Inspections, Tests, and Approvals 46
9.09 Owner's Tasks in Support of CMAR Services 46
9.10 Limitations on Owner's Responsibilities 47
9.11 Undisclosed Hazardous Environmental Condition 47
9.12 Intentionally Deleted 47
9.13 Safety Programs 47
Article 10— Status Of Engineer During Construction 47
10.01 Engineer 47
10.02 Visits to Site 48
10.03 Resident Project Representative 48
10.04 Engineer's Authority 48
10.05 Determinations for Unit Price Work 48
10.06 Decisions on Requirements of Design Documents and Acceptability of Work; Exercise of Authority 49
10.07 Limitations on Owner's and Engineer's Authority and Responsibilities 49
10.08 Compliance with Safety Program 49
Article 11— Changes to the Contract 49
11.01 Amending and Supplementing the Contract 49
11.02 Change Orders 50
11.03 Work Change Directives 51
11.04 Field Orders 51
11.05 Owner-Authorized Changes in the Work 51
11.06 Unauthorized Changes in the Work 52
11.07 Change of Contract Price 52
11.08 Change of Contract Times 52
11.09 Change Proposals 52
11.10 Notification to Surety 54
Article 12— Claims 54
12.01 Claims 54
Article 13— Allowances; Unit Price Work 55

13.01 Allowances 55
13.02 Unit Price Work 56
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 57
14.03 Defective Work 58
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 59
14.07 Owner May Correct Defective Work 60
Article 15— Payments to CMAR; Set-Offs; Completion; Correction Period 60
15.01 Payment for CMAR Services 60
15.02 Progress Payments 60
15.03 CMAR's Warranty of Title 66
15.04 Substantial Completion 66
15.05 Partial Use or Occupancy; Completion of Authorized Work 67
15.06 Final Inspection 68
15.07 Final Payment 68
15.08 Waiver of Claims 70
15.09 Correction Period 70
Article 16— Suspension and Termination 71
16.01 Owner May Suspend CMAR Services or Work 71
16.02 Owner May Terminate for Cause 71
16.03 Owner May Terminate for Convenience 74
16.04 Contingent Assignment of Subcontracts and Purchase Orders 74
16.05 CMAR May Stop Work or Terminate 75
Article 17— Miscellaneous 75
17.01 Giving Notice 75
17.02 Computation of Times 76
17.03 Cumulative Remedies 76
17.04 Limitation of Damages 75
17.05 No Waiver 76
17.06 Survival of Obligations 76

17.07 Controlling Law 76
17.08 Assignment of Contract 76
17.09 Successors and Assigns 77
17.10 Headings 77
17.11 Interpretation 77
17.12 CMAR's Additional Representations 77

MODIFIED GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Request for Proposals or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Request for Proposals or the proposed Contract Documents.

2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, and Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.

5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

6. Claim

   a. A Claim includes a written demand or assertion by Owner or Construction Manager at Risk seeking an adjustment of Contract Price or Contract Times or other relief with respect to the terms of the Contract.

   b. A Claim also includes other disputes or unresolved matters between the Owner and CMAR arising out of or related to the Contract.

   c. The party asserting the Claim is responsible for promptly providing documents and information to substantiate the Claim.

   d. A demand for money or services by a third party is not a Claim.

7. CMAR Contingency—Amounts described in Article 8 of the Contract that are established by either a Work Authorization or in the accepted GMP Proposal.

8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of a percentage of the Cost of the Work, as set forth in the Agreement.

9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work and do not include items compensable as the Cost of the Work.

10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and perform the Work set out in the Contract Documents, as duly authorized, using the Construction Manager at Risk project delivery method.

12. Construction Period—The period from the commencement of Work on the first Work Authorization, or commencement of Work on a specific phase of the Project if the Project is being constructed under a phased approach, until Substantial Completion of the Work or a designated portion thereof. This is the number of days for which Construction Support Costs will be compensated.

13. Construction Support Costs—See Agreement, Article 5.

14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.

15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

17. Contract Price—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency if any, and shall not exceed Owner's Construction Budget, except as permitted under the terms of the Contract Documents.

18. Contract Times—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion of all or some of the Work; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.

19. Contractor—The term "Contractor," if used in any Contract Document, means Construction Manager at Risk.

20. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.

21. Design Documents—The part of the Drawings and technical Specifications that describe Engineer's design of the Project.

22. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.

23. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.

24. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

25. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, X, Instagram, or similar social media services for transmission of Electronic Documents.

26. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.

27. Estimated Cost of the Work—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed to the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

28. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner.

29. Field Order—A written order issued and signed by Owner which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.

30. Final Completion—The date when Engineer, after consultation with Owner, certifies (i) the Work is fully complete in accordance with the Contract Documents, including all minor details of construction, landscaping, mechanical adjustment, or installation, as applicable (i.e., punchlist is complete), (ii) items and documents required by the Contract Documents have been delivered to and accepted by the Owner, (iii) all required services have been completed, and the Contract is ready for final payment, and (iv) all the terms and conditions of Paragraph 15.07 below have been achieved by CMAR.

31. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR, with respect to the Project or a Work Package, as applicable, for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee for the Project or allocable to a Work Package, as applicable, plus CMAR Contingency, if any, and allowances under Paragraph 13.01 of these General Conditions, if any, all as set forth in the Agreement (for the Project) or a Work Authorization (for a Work Package), as applicable.

32. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

33. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental and quasi-governmental bodies, agencies, authorities, and courts having jurisdiction over the Project and the Work.

34. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

35. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

36. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.

37. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager at Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

38. Not Used

39. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, Construction Support Costs, CMAR Contingency, if any, and allowances under Paragraph 13.01 of these General Conditions, if any, but does not include compensation for CMAR Services.

40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.

41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.

42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.

43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.

44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk and approved by Owner, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work, or portion of the Work, within the Contract Times.

45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.

46. Proposal—The response to the Request for Proposals submitted by CMAR.

47. Request for Proposals (RFP)—The solicitation and all accompanying documents issued by the Owner requesting proposals for Construction Manager at Risk services for the Project and all addenda.

48. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

49. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

50. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

51. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.

52. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

53. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work, including Suppliers.

54. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner and Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

55. Substantial Completion—The time at which the Work on the entire Project has progressed to the point where, the Work is sufficiently complete in accordance with the Contract Documents, so that the Work can be utilized for the purpose for which it is intended; provided that, a Work Authorization may set forth additional and supplemental requirements and specifications that must be met to obtain Substantial Completion, including the deadline to achieve such Substantial Completion, with respect to the portion of Work or Work Package encompassed by such Work Authorization. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

56. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

57. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

58. Technical Data

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.

59. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

60. Unit Price Work—Work to be paid for based on unit prices.

61. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

62. Work Authorization—A document issued by Owner or Engineer and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.

63. Work Package–A specific portion of the Work developed by Engineer and Owner in collaboration with the CMAR and subsequently authorized by a Work Authorization.

64. Work Change Directive—A written directive issued and signed by Owner to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Request for Proposal or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives–The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination by a licensed engineer will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day–The word "day" means a period of 24 hours measured from midnight to the next midnight.

D. Defective–The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.

4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

F. Contract Price or Contract Times–References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. Performance and Payment Bonds–Within 10 days after CMAR executes the Agreement, CMAR shall also deliver to Owner the performance bond and payment bond required by Article 6, provided that CMAR may furnish a bid bond or other financial security acceptable to Owner to ensure CMAR will furnish such required performance and payment bonds when a Guaranteed Maximum Price is established.

B. Evidence of CMAR's Insurance–When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6.

2.02 Copies of Documents

A. Owner shall furnish to CMAR a copy of the fully executed Agreement in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner and CMAR shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:

1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.

2. Administer, coordinate, monitor, and report on construction progress and associated activities.

3. Assist the Engineer and Owner in collecting, disseminating, and storing documents and information.
4. Manage the Work to meet Contract goals and objectives and further the interests of the Owner.
5. Recommend action to the Owner related to the management of the Work.
6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.

C. Not used.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Design Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements–Before undertaking each part of the Work, CMAR shall diligently, carefully, and thoroughly study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements and conditions. CMAR shall promptly report in writing to Owner and Engineer any question, inconsistency, inadequacy, insufficiency, omission, conflict, error, ambiguity, or discrepancy (collectively, "Deficiencies") that CMAR discovers in the Drawings and Specifications, or has actual knowledge of, and shall not proceed with any Work affected thereby until the Deficiency is resolved by a written clarification or interpretation by Engineer in consultation with Owner, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01.

2. CMAR's Review of Drawings and Specifications– Throughout CMAR's performance of the CMAR Services and the Work, CMAR will necessarily review the Contract Documents on a continuous basis for purposes of discovering Deficiencies. If CMAR discovers any Deficiency within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner and Engineer in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the Deficiency is resolved, by a clarification or interpretation by Engineer in consultation with Owner, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01. CMAR's review of the Contract Documents for Deficiencies under this Paragraph includes review for clarity, consistency, constructability, maintainability/operability and coordination among trades. CMAR shall consult with Engineer regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules, cost or quality and shall provide other value engineering services. CMAR acknowledges that it may be liable, in whole or part, to Owner for consequences that are the direct result of CMAR's failure to promptly disclose in writing to Owner and Engineer under Paragraphs 3.03.A.1 and 3.03.A.2 any Deficiencies of which CMAR knew or should have known about in light of its obligations under the Contract Documents, including but not limited to Preconstruction Services. If CMAR performs any Work or Procurement Services involving a Deficiency in the Contract Documents of which CMAR is aware, or which could reasonably have been discovered by the review required by Paragraph 3.03.A and CMAR's obligation to collaborate described in Paragraph 7.23 below and elsewhere in the Contract Documents, without prompt written notice to the Owner and the Engineer and request for correction, clarification or additional

information, as appropriate, CMAR does so at its own risk and expense and all Claims relating thereafter are specifically waived.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any Deficiency between such provisions of the Drawings and Specifications and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Design Documents

A. During the performance of the Work and until final payment, CMAR shall submit to the Owner and Engineer in writing all matters in question concerning the requirements of the Design Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on issues submitted requesting clarification of Design Documents, and if appropriate initiate a change to the Drawings or technical Specifications. Owner, in consultation with Engineer, will, with reasonable promptness, render a written clarification, interpretation, or decision relating to the performance or acceptability of the Work under the Contract Documents. In determining its response, Engineer and Owner will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Engineer's and Owner's written clarification, interpretation, or decision will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal.

3.05 Reuse of Documents

A. CMAR and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared for this Project, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose, including internal business purposes, without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents

for record purposes in accordance with its retention policy, which shall be reasonable to comply with the prohibitions of this Paragraph 3.05.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization unless authorized by Owner in writing.

4.03 Reference Points

A. CMAR shall be responsible for laying out the Work, shall protect and preserve reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner and Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

1. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.

2. CMAR shall submit to Owner and Engineer for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

3. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.

C. CMAR represents that CMAR has consulted, or will consult with all necessary public, governmental and private entities, and all necessary utilities prior to the preparation of the Progress Schedule and performance of the Work in order to plan for and coordinate necessary lead times for the various stages of the Work to be substantially completed on or before each applicable milestone date and the Substantial Completion Date, as applicable. Owner hereby advises CMAR that long lead times may be required by such entities where applicable stages of the Work impact public facilities and/or utilities.

D. CMAR acknowledges and accepts that it will be obligated to provide and timely complete the Work, and achieve the applicable dates of Substantial Completion, completion and readiness for final payment, and any applicable Milestones. CMAR shall use its best efforts to re-sequence the Work when necessary or appropriate to overcome or mitigate, to the greatest practicable extent, the effect of any delays. Additional costs due to Owner-approved

resequencing or acceleration of the Work or other mitigation efforts to overcome excusable delays may be included in the Cost of the Work, but only to the extent expressly allowed by this Agreement. CMAR shall diligently prosecute the Work in accordance with the Progress Schedule, as approved by the Owner. CMAR shall schedule and participate in periodic status review meetings to update the Owner on cost, schedule and progress of the Work as Owner desires. CMAR shall provide an updated Progress Schedule for Owner's approval at least monthly (or more frequently if Owner requests), to manage timely performance of the Work. Updates shall provide summary reports to Owner for each update to explain the status of the Work, any circumstances threatening to impact the Progress Schedule, and actions taken by CMAR to maintain the Progress Schedule. Updates shall incorporate current scheduling for all activities of the Project.

4.05 Delays in CMAR's Progress

A. Subject to the other provisions of this Paragraph 4.05, CMAR shall be eligible to request by submitting a Change Proposal an adjustment in Guaranteed Maximum Price or Contract Times if Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work. CMAR shall only be entitled to request an adjustment to the GMP under this Paragraph 4.05.A for reasonable, direct costs actually incurred by the CMAR due to such delay, disruption, or interference. Should there be an adjustment in Guaranteed Maximum Price or Contract Times as determined under this Paragraph 4.05, it shall be memorialized by a Change Order.

B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference (i) caused by or within the control of CMAR, (ii) that could not be limited or avoided by CMAR's notice as soon as possible to the Owner of the delay or reasonable likelihood that a delay will occur, which notice in any event must be provided within three (3) days after the occurrence of such event, or (iii) is of a duration not less than one (1) day. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier are within the control of CMAR. Notwithstanding the foregoing, CMAR is obligated to use best efforts to minimize the consequences of any delay, disruption, or interference and shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times without first satisfying this obligation. If CMAR has not provided notice of such delay, disruption, or interference as required by this Paragraph 4.05 and notice of a claim related thereto as required by Article 12, CMAR waives such claim for an adjustment in Guaranteed Maximum Price or Contract Times.

C. If CMAR's performance or progress is delayed, disrupted, or interfered with by a Force Majeure event, then CMAR shall be entitled to request an adjustment in Contract Times, provided that CMAR timely submits a Change Proposal. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. "Force Majeure" means: strikes, lockouts or labor disputes affecting all or a material part of the work force available to perform the Work; war and/or warlike operations or conditions; sabotage or terrorism affecting the premises that otherwise prevents or interferes with continued Work at the Site; governmental actions; condemnation or eminent domain proceedings affecting a material portion of the Site; fire or other casualty damaging improvements at the Site not caused in whole or in part by CMAR or anyone within the control of CMAR, a Subcontractor, or Supplier; shortages or inability to obtain materials or equipment due to circumstances outside the reasonable control of CMAR, a Subcontractor, or Supplier; and/or adverse weather conditions. Adverse weather conditions include, but are

not limited to, conditions which impact or prevent Work on the Project and which have a direct effect on the CMAR's predefined critical work sequence including days lost due to mud, muck, ice, or other conditions wherein CMAR's access to the Project Site is materially impeded resulting in an adverse effect on the Progress Schedule.

1. Abnormal Weather Conditions

   a. If abnormal weather conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work as scheduled.

   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

      1) Every workday on which total precipitation, as rain equivalent, occurs between 7:00 p.m. on the preceding day, regardless of whether such preceding day is a workday, through 7:00 p.m. on the workday in question equals or exceeds .25" of precipitation, as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this Paragraph by reference.

      2) Every workday on which ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 25 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 108 degrees Fahrenheit.

   c. Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the onsite weather monitoring station at the Project site. Alternatively, the NOAA weather observation station located at Lake Georgetown may be used for verification or confirmation.

   d. CMAR shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit H: Foreseeable Bad Weather Days.

2. In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit H—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve CMAR of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on CMAR's then-current Progress Schedule's critical path for the Project.

D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:

   1. CMAR's entitlement to an adjustment of the Contract Times shall be limited to the number of days by which the critical path to completion of the Work has been delayed by the event giving rise to the right to an extension of Contract Time.

2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Time for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR.

3. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is conditioned on CMAR's strict compliance with the Claims procedures required herein, including the submission of a Change Proposal for such requested adjustment.

4. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.

E. Each Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must comply with the Change Proposal provisions herein and be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference, which must be supported by critical path analysis demonstrating that such increase in the Contract Time(s) is essential to CMAR's ability to complete the Work within the Contract Time(s); and

5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner and Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition that could not reasonably have been identified by CMAR, an Underground Facility that was not shown or indicated by the Contract Documents and could not reasonably have been identified by CMAR, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. If Owner determines there is a delay in any stage of the Progress Schedule caused by an event other than (i) an approved Change Order, (ii) a delay caused by Owner, and (iii) a delay described in the immediately foregoing Paragraph 4.05.F, Owner may direct that the Work be accelerated by means of overtime, additional crews or restructuring of the Work until such time as the Work has progressed so that it complies with the stage of completion required by the Progress Schedule. CMAR shall promptly provide a plan including a recommendation for the most effective and economical acceleration (a "Recovery Plan"). CMAR shall prepare the Recovery Plan in such form and detail as Owner requests. CMAR further agrees it will work as necessary to meet the requirements of the Recovery Plan and bring its Work into compliance with the current Progress Schedule (all without any additional

cost to Owner). No approval by Owner or Engineer pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses Owner may suffer as a result of CMAR's failure to obtain Substantial Completion in accordance with the Contract.

H. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.

B. Not used.

C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR, its Subcontractors and Suppliers, or those for which any of them is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, (a) CMAR shall take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) CMAR shall promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) CMAR's indemnity obligations under Paragraph 7.21 shall apply.

B. Removal of Debris During Performance of the Work–During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings—:

1. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which CMAR may rely: *No items are designated as Technical Data at this time but technical data anticipated to be provided is noted below. Owner will issue an amendment to designate Technical Data prior to GMP and/or any Work Authorization for affected packages.*

Report Title	Date of Report	Technical Data
Geotechnical Data Report	TBD	Boring Logs, Laboratory Test Results
Geophysical Field Services Report	TBD	Results of geophysical exploration

2. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CMAR may rely: *No items are designated as Technical Data at this time. Owner will issue an amendment to designate Technical Data prior to GMP and/or any Work Authorization for affected packages.*

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

3. Technical Data, if any, is described in such reports and drawings.

B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in 5.03.A with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b, subject to CMAR's review obligations under Paragraph 3.03.A and provided such reliance is reasonable.

D. Limitations of Other Data and Documents—Except for reasonable reliance on Technical Data, CMAR may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any interpretation of or conclusion drawn by CMAR from any Technical Data or any such other data, interpretations, opinions, or information.

E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, and shall specifically identify the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant the accuracy of the results resulting therefrom shall be the responsibility of CMAR. If Owner conducts such Supplemental Investigations, including through the Engineer or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations. CMAR shall consider the results of Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.

F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.

G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction Services.

H. Notwithstanding CMAR's obligation to confirm Site conditions as part of CMAR's Preconstruction Services, before beginning any Work, CMAR and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout and nature of the Project Site and surrounding areas including all access, hoisting requirements and conditions, Site logistics, and the geotechnical report, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) any applicable rules and restrictions of Owner relating to construction on the real property and other buildings located in the vicinity of the Project, (6) applicable codes and Laws, and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. CMAR and its Subcontractors shall be solely responsible for providing a safe

place for the performance of their Work. The Owner shall not be required to make any adjustment in either the Contract Price or Contract Time in connection with any failure by CMAR or any Subcontractor to comply with the requirements of this Paragraph.

5.04 Differing Subsurface or Physical Conditions

A. Notice by CMAR–If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Engineer in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. Owner's Statement to CMAR Regarding Site Condition–Owner will issue a written statement to CMAR (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Engineer's written findings, conclusions, and recommendations in whole or in part.

D. Early Resumption of Work: If at any time Owner or Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may, or the Engineer may with Owner's approval, instruct CMAR to resume such Work.

E. Possible Price and Times Adjustments

1. Provided CMAR complies with all obligations under Paragraph 5.04, CMAR shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. Any adjustment to the Guaranteed Maximum Price under this Paragraph shall be limited to the reasonable, direct costs incurred by the CMAR due to the differing subsurface or physical condition and any delay, disruption, or interference directly resulting from those conditions.

    c. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and

    d. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E, and Article 12.

2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:

    a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas expressly required by the Request for Proposals or Contract Documents, including, without limitation the review required by Paragraph 3.03.A above, to be conducted by or for CMAR prior to CMAR's making such commitment;

    c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or

    d. CMAR failed to give the written notice required by Article 12 and Paragraph 5.04.A.

3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times for differing subsurface or physical Site conditions under this Paragraph 5.04, then any such adjustment will be set forth in a Change Order.

4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions–Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental

Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. CMAR's Responsibilities–The cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:

1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;

4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.

B. Notice by CMAR–If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy and the existence of such Underground Facility, then CMAR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Engineer in writing regarding such Underground Facility.

C. Engineer's Review

1. Engineer will:

a. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or reasonably could not have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas by CMAR expressly required by the Request for Proposals or Contract Documents prior to establishing a GMP with respect to affected Work, including, without limitation the review required by Paragraph 3.03.A above;

b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;

c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

d. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to CMAR Regarding Underground Facility—Owner will issue a written statement to CMAR (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Engineer's written findings, conclusions, and recommendations in whole or in part..

E. Early Resumption of Work–If at any time Owner or Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Owner's or Engineer's review or Owner's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner, or the Engineer with Owner's approval, may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to request an adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, was not shown or indicated with reasonable accuracy, reasonably could not have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas by CMAR expressly required by the Request for Proposals or Contract Documents prior to establishing a GMP with respect to affected Work, including, without limitation the review required by Paragraph 3.03.A above, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following limitations:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

   b. Any adjustment to the Guaranteed Maximum Price under this Paragraph shall be limited to the reasonable, direct costs incurred by the CMAR due to any such existing Underground Facility and any delay, disruption, or interference directly resulting from such facility;

   c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   d. CMAR gave the notice required in Article 12 and Paragraph 5.05.B.

2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times under this Paragraph 5.05, then any such adjustment will be set forth in a Change Order.

3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings:

1. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CMAR may rely:

Report Title	Date of Report	Technical Data
No reports relating to Hazardous Environmental Conditions have been identified at or adjacent to the Site.	N/A	N/A

2. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CMAR may rely:

Drawings Title	Date of Drawings	Technical Data
No drawings relating to Hazardous Environmental Conditions have been identified at or adjacent to the Site.	N/A	N/A

3. Technical Data, if any, is described in such reports and drawings.

B. Reliance by CMAR on Technical Data Authorized–CMAR may rely, if reasonable, upon the accuracy of the Technical Data expressly identified in 5.06.A with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely, if reasonable, on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner or Engineer, or any of their elected officials, officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner and Engineer, and promptly thereafter confirm such notice in writing. Owner may consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. After consulting with Engineer, Owner shall take such actions Owner deems are necessary to permit Owner to obtain required permits and provide CMAR with the written notice under Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 14 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. Not used

J. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify, defend, and hold harmless Owner and its officers, directors, elected officials from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction

managers engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CMAR or by anyone for whom CMAR is responsible, or to a Hazardous Environmental Condition created by CMAR or by anyone for whom CMAR is responsible.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

CMAR shall obtain Bonds and Insurance and perform and satisfy all obligations related thereto as set forth in the Insurance Requirements Exhibit attached to the Agreement.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, using CMAR's best skill and attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without prior written notice to Owner and Engineer except under extraordinary circumstances. The superintendent shall remain on the Project during the progress of the Work, and for not less than the number of hours and days necessary to complete the Project within the Contract Time. The superintendent shall not be employed on other projects during the course of this Project.

C. CMAR shall ensure that all Suppliers and Subcontractors adhere to the Contract Documents and that they order and provide materials to the jobsite on time, taking into account the current market and delivery conditions. CMAR shall coordinate its Work with that of all persons or entities performing portions of the Work on the Project, including deliveries, storage, installations and construction of utilities.

D. CMAR shall develop and implement a system and procedures for reviewing its own Work and the work of its Subcontractors for defects and deficiencies, including the preparation of all

appropriate quality control documentation, to assure that all such defects and deficiencies are discovered and corrected. CMAR shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

7.03 CMAR Services—Key Personnel and Subconsultants

A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed is permissible grounds for Owner's termination of this Contract for cause.

B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed is permissible grounds for Owner's termination of this Contract for cause.

7.04 Quality of CMAR Services

A. The Owner has the right to reject or disapprove any substandard portion of the CMAR Services. Owner will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner.

B. CMAR acknowledges that any review or approval of CMAR Services by the Owner does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

A. Owner may terminate this Contract for Owner's convenience at any point in the CMAR Services.

7.06 Labor; Working Hours

A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site. CMAR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them or who CMAR knows or through diligence should know is not authorized to work under applicable Laws. At no time shall any individual engage in any illegal activities at the site, consume or possess alcoholic beverages at the Site, or use illegal drugs at the Site. CMAR understands and agrees that if its employees or any other person carrying out the Work engage in unsafe, inappropriate, offensive or disorderly conduct or harasses Owner, its guests, employees or patrons, Owner may require CMAR to permanently remove such offending employees from Site.

B. CMAR shall provide or furnish:

1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;

2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and

3. All other construction-related and post-construction services described in the Contract Documents.

C. CMAR shall be fully responsible to Owner and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Owner's and Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.07 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. All manufacturer's warranties for materials and equipment shall be assigned to Owner upon incorporation thereof into the Work, and CMAR shall provide all reasonable assistance to Owner and execute any documents to effect such assignments. If required by Engineer or Owner, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the manufacturer's or Suppliers instructions except as otherwise may be provided in the Contract Documents.

D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in

support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 "Or Equals"

A. CMAR's Request; Governing Criteria–Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, CMAR may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer, in consultation with Owner, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:

   a. in the exercise of reasonable judgment Engineer, in consultation with Owner, determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) has a proven record of performance and availability of responsive service; and

      4) is not objectionable to Owner.

   b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.

B. CMAR's Expense–CMAR shall provide all data in support of any proposed "or equal" Item at CMAR's expense.

C. Engineer's Evaluation and Determination–Engineer will be allowed a reasonable time to evaluate each "or-equal" request and consult with Owner. Engineer may require CMAR to furnish additional data about the proposed "or-equal" item. Engineer in consultation with Owner, will be the sole judge of acceptability. No "or-equal" Item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer, in consultation with Owner, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise CMAR in writing of any negative determination.

D. Effect of Engineer's Determination–Neither approval nor denial of an "or-equal" request will result in any change in Guaranteed Maximum Price. The Engineer's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request–If Engineer determines that an Item of equipment or material proposed by CMAR does not qualify as an "or-equal" item, CMAR may request that Engineer consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

A. CMAR's Request; Governing Criteria–Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Engineer authorize the use of other items of equipment or material under the circumstances described below.

B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.

C. The following provisions apply to all substitute requests:

1. CMAR shall submit adequate information as provided below to allow Engineer, in consultation with Owner, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.

2. The requirements for review by Engineer, in consultation with Owner, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Engineer, in consultation with Owner, may decide is appropriate under the circumstances.

3. CMAR shall make written application to Engineer and Owner for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:

a. will certify that the proposed substitute Item will:

1) adequately perform the functions and achieve the results called for by the general design;

2) be similar in substance to the Item specified; and

3) be suited to the same use as the Item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;

2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct

contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute Item from the Item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

D. Engineer's Determination–Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require CMAR to furnish additional data about the proposed substitute item. Engineer, in consultation with Owner, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer, in consultation with Owner, determines that the proposed Item is an acceptable substitute.

E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services.

F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:

1. Owner's acceptance of Engineer's determination will be evidenced by a Change Order issued by the Owner accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Engineer will advise CMAR in writing of any negative determination.

2. Special Guarantee–Owner may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.

3. Reimbursement of Review Cost–Owner and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Engineer approves a substitute so proposed or submitted by CMAR, CMAR shall reimburse Owner for the reasonable charges of Owner and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense–CMAR shall provide all data in support of any proposed substitute at CMAR's expense.

5. Effect of Engineer's Determination–If Owner accepts Engineer's determination and approves the substitute request, CMAR shall execute a Change Order and proceed with

the substitute. The Owner's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

A. CMAR shall retain Subcontractors and Suppliers for the performance of parts of the Work as provided by the Agreement. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.

D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.

E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to request an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

I. On a monthly basis, CMAR shall submit to Owner and Engineer a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.

J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.

N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.

O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.

P. Upon receiving a payment from Owner, CMAR shall pay Subcontractors and Suppliers their share of the payment for their work not later than the tenth (10th) day after the date CMAR receives the payment as required by Tex. Gov't Code § 2251.022. CMAR shall ensure Subcontractors and Suppliers similarly comply with their payment obligations under Tex. Gov't Code § 2251.022.

7.11 Patent Fees and Royalties

A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Intentionally Deleted.

C. Indemnification obligations by CMAR under Paragraph 7.21 apply with respect to any infringement or claim of infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.12 Permits

A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. CMAR acknowledges that because Owner is an agency of the State of Texas, materials and services utilized in the construction of the Project may be exempted from state and local taxes and CMAR is responsible for taking full advantage of all tax exemptions applicable to the Project, which are not reimbursable Construction Support Costs and will be deducted from any Applications for Payment to the extent paid.

7.14 Laws and Regulations

A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless the Indemnified Parties costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.

C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.

D. Owner or CMAR may give written notice to the other party after the issuance of a Work Order or after the parties reach agreement on the GMP for the Project of any changes in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

E. CMAR will be required to pay not less than the prevailing wage of the various classes of labor and shall comply will the applicable provisions of Chapter 2258 of the Texas Government Code Title 10. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. CMAR shall post the applicable prevailing wage rate determination in a prominent, easily accessible place at the Project Site as required under the foregoing act. CMAR's payroll records and practices are subject to audit as provided in the Contract Documents to ensure compliance with the Contract.

F. CMAR shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

G. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CMAR agrees that any payments owing to CMAR under the Agreement may be applied directly toward any debt or delinquency that CMAR owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

7.15 Record Documents

A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner.

7.16 Safety and Protection

A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.

E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary signage, warnings, and safeguards for such safety and protection.

F. CMAR shall notify Owner and Engineer; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. CMAR shall inform Owner and Engineer of the specific requirements of CMAR's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.

J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

K. If the Work will involve the digging or use of a trench as defined by Chapter 756 of the Texas Health and Safety Code, the CMAR shall abide by the latest version of the Occupational Safety and Health Administration standards for trench safety in effect at the time of the commencement of the Work. CMAR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the conditions of the Work, the location of utilities, pavement conditions and other relevant factors. Slope-back methods that may result in unnecessary displacement of utilities or destruction of pavement may not be used without permission from the Owner. CMAR shall be responsible for providing to the Owner and Engineer an acceptable trench safety plan signed and sealed by a professional engineer qualified to do such work and registered to practice in Texas. Devices used to provide trench safety such as trench shields and shoring systems shall likewise be certified by a professional engineer registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.

7.17 Hazard Communication Programs

A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.18 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner and Engineer prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner, in consultation with Engineer, determines that a change in the Contract Documents is required

because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.

3. With each Shop Drawing or Sample, CMAR shall give Owner and Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples–CMAR shall label and submit Shop Drawings and Samples to Owner and Engineer for Engineer's review in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

a. CMAR shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.

2. Samples

a. CMAR shall submit the number of Samples required in the Specifications.

b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.

C. Proceeding without Engineer's Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.

D. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.

4. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.

6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.

7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.

8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.

E. Resubmittal Procedures for Shop Drawings and Samples

1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.

2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.

3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.

F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. CMAR shall submit all such Submittals to Owner and Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. A timely review will be made by Engineer of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, CMAR shall confer with Engineer regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.

G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CMAR's General Warranty and Guarantee

A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and Engineer are entitled to rely on CMAR's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:

1. Owner shall give CMAR written notice of any defective Work within a reasonable time of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought as specified therein.

C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or

2. normal wear and tear under normal usage.

D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice. CMAR warrants and guarantees all Work will be performed in a good and workmanlike manner, consistent with the requirements of the Contract Documents, according to construction industry standards, and in compliance with applicable Law.

E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:

1. Observations by Owner or Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The acceptance of CMAR Services without objection;

4. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;

6. Any review and approval of a Shop Drawing or Sample submittal;

7. The issuance of a notice of acceptability by Engineer;

8. The end of the correction period established in Paragraph 15.09;

9. Any inspection, test, or approval by others; or

10. Any correction of defective Work by Owner.

F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

A. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CMAR UNDER THE CONTRACT OR OTHERWISE, CMAR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS ELECTED OFFICIALS**

AND EMPLOYEES, PAST AND PRESENT IN EACH CASE (THE "OWNER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF OR RELATING TO SUCH CMAR SERVICES, WORK, OR OTHER ACTION ("LOSSES") THAT ARE SUFFERED, INCURRED OR SUSTAINED BY ANY OF THE OWNER INDEMNIFIED PARTIES OR TO WHICH ANY OF THE OWNER INDEMNIFIED PARTIES BECOMES SUBJECT, FOR ANY ACTUAL OR ASSERTED BODILY INJURY (INCLUDING DEATH) OF EMPLOYEES OF EITHER CMAR OR ANY SUBCONTRACTOR (WITH EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, THE "CMAR GROUP") ARISING OUT OF OR INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THE CONTRACT OR ANY WORK, INCLUDING CLAIMS AND LOSSES ARISING OUT OF OR RELATED TO (A) ANY CONDITION OF THE PREMISES, (B) SEPARATE OPERATIONS BEING CONDUCTED ON THE PREMISES, OR (C) THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY CMAR OR ANY OF THE OWNER INDEMNIFIED PARTIES. SUBJECT TO THE APPLICATION OF TEXAS LAW REGARDING INDEMNITY PROVISIONS, IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR PURPOSES OF THIS SECTION, CLAIMS, AND CMAR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE CLAIMS ARISING OUT OF OR RELATED TO ANY OF THE OWNER INDEMNIFIED PARTIES' SOLE OR CONCURRENT (I) NEGLIGENCE, (II) GROSS NEGLIGENCE, (III) STRICT LIABILITY, OR (IV) OTHER FAULT OF ANY NATURE.

B. **EXCEPT FOR THOSE CLAIMS AND LOSSES WITHIN THE SCOPE OF PARAGRAPH 7.21.A, CMAR WILL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE OWNER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES THAT ARE SUFFERED, INCURRED OR SUSTAINED BY ANY OF THE OWNER INDEMNIFIED PARTIES OR TO WHICH ANY OF THE OWNER INDEMNIFIED PARTIES BECOMES SUBJECT, ARISING OUT OF OR INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THE CONTRACT OR ANY WORK, INCLUDING ANY ACTUAL OR ASSERTED (A) NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE CMAR GROUP, (B) FAILURE BY ANY MEMBER OF THE CMAR GROUP TO COMPLY WITH ANY LAW, OR IF ANY WORK (OR ANY PART THEREOF) IS DELAYED OR STOPPED BY ANY GOVERNMENTAL AUTHORITY DUE TO ANY FAILURE BY ANY MEMBER OF THE CMAR GROUP TO COMPLY WITH ANY LAW, (C) BREACH OF ANY OF CMAR'S REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THE AGREEMENT, OR (D) CLAIMS THAT ANY WORK, WORK PRODUCT, CMAR INTELLECTUAL PROPERTY, OR SOFTWARE, PROCESSES OR OTHER INTELLECTUAL PROPERTY USED TO PERFORM THE WORK, OR THEIR RECEIPT, POSSESSION OR USE BY OWNER, IN EACH CASE WHETHER ALONE OR IN COMBINATION WITH ANYTHING ELSE, INFRINGES UPON OR MISAPPROPRIATES THE PROPRIETARY RIGHTS OF ANY THIRD PARTY. SUBJECT TO THE APPLICATION OF TEXAS LAW REGARDING INDEMNITY PROVISIONS, IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS SECTION, CLAIMS, AND CMAR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE CLAIMS ARISING FROM OR RELATED TO ANY OF THE OWNER INDEMNIFIED PARTIES' CONCURRENT (I) NEGLIGENCE, (II) GROSS NEGLIGENCE, (III) STRICT LIABILITY, OR (IV) OTHER FAULT OF ANY NATURE.**

C. In claims against any person or entity indemnified under this Paragraph 7.21 by any CMAR employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21 will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CMAR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. Other provisions in the Contract Documents containing indemnification obligations shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent possible.

E. The CMAR shall indemnify and hold harmless the Indemnified Parties from and against any costs and expenses (including reasonable attorney's fees) incurred by any of the Indemnified Parties in enforcing any of the CMAR's defense, indemnity, and hold-harmless obligations under this Contract.

7.22 Delegation of Professional Design Services

A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Engineer and Owner for Engineer's review with respect to the Owner-delegated design.

B. CMAR shall cause such Owner-delegated professional design services to be provided with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Engineer and Owner, then such Shop Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Engineer and Owner.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;

2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.

F. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

7.23 CMAR's Collaboration Responsibilities

A. CMAR acknowledges Owner has selected the Construction-Manager-at-Risk project delivery method because it is a collaborative delivery method and CMAR acknowledges and accepts, as a material term of this Contract, CMAR's obligations to collaborate, which include, but are not limited to, CMAR's acknowledgement of and agreement to comply with the following at all times during the term of this Contract:

1. Notwithstanding anything to the contrary contained in this Contract, Owner and CMAR agree and acknowledge that Owner has entered into this Contract in reliance on CMAR's special and unique construction management abilities to perform its obligations hereunder.

2. CMAR accepts that this Contract establishes a relationship of trust and confidence between it and the Owner. CMAR understands the complexity involved in this type of project and the necessity of coordination of the performance of its Work and CMAR Services with the OPT. In addition to the rights and remedies under this Contract, at law or in equity, the CMAR will expeditiously and cost-effectively perform, or cause to be performed, all CMAR Services and the Work, and in no event later than is required to conform to the Contract Time(s).

3. CMAR will perform the CMAR Services and the Work with that degree of professional skill and care practiced by similar firms, using similar collaborative project planning methods, and having industry leading knowledge and skill engaged in providing similar services for major construction projects of comparable value in the United States under the same or similar circumstances.

4. CMAR will furnish efficient business administration and superintendence and perform the CMAR Services and the Work in such manner as to provide Owner the best value. CMAR will employ and exercise the professional judgment of its experienced and qualified construction professionals to further Owner's interests and provide Owner confidence that the Project will be completed in conformity with the design concepts and construction requirements established by the OPT, and it is the intention of the parties that the CMAR will, at all times, act in the Owner's and Project's best interests with respect to the performance of the CMAR Services and all aspects of the Work. CMAR will always exercise exclusive direction and control, and is and will be responsible for proper supervision of all its personnel and all Subcontractors while present on the Site or otherwise performing Work or CMAR Services for the Project.

B. These obligations to collaborate will not, however, be deemed to alter or expand the CMAR's common law duty to Owner with respect to liability for, or the duty to indemnify, defend or hold Owner harmless under the indemnity provisions in this Contract, with respect to Claims or liability for bodily injury or property damage, for which the collaboration responsibilities

will be deemed and construed to be no greater than that imposed upon the CMAR by common law.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site and CMAR acknowledges Owner will be performing other work at or adjacent to the Site during the term of the Contract. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.

C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.

F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3 as a Force Majeure event if outside of CMAR's reasonable control.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, request an adjustment in the Guaranteed Maximum Price for the reasonable, direct costs incurred due to such damage. CMAR must submit any Change Proposal seeking an adjustment in the Guaranteed Maximum Price under this paragraph within 14 days of the event. The entitlement to, and extent of, any such adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations. When applicable, any such adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E. CMAR's entitlement to request an adjustment in the Contract Times for a delay or disruption caused by Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work is subject to the applicable provisions of Paragraph 4.05 and Article 12.

B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.

C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the

Site is made by any such other contractor or utility owner against CMAR, Owner, or Engineer, then (1) CMAR shall promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) CMAR's indemnity obligations under Paragraph 7.21 shall apply.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR directly or through the Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall furnish the data required of Owner under the Contract Documents.

9.04 Pay CMAR

A. Owner shall make payments to CMAR when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Owner's Tasks in Support of CMAR Services

A. Owner shall provide CMAR with criteria and information as to Owner's requirements for the Project including any drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. CMAR

may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to the Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services. Notwithstanding the foregoing, CMAR may not rely upon such information or any other information provided by or on behalf of the Owner when CMAR knows or reasonably should know that the information is inaccurate, inadequate, incomplete, or otherwise unfit for its intended purpose. The Owner makes no representation or warranty that any information provided to CMAR by or on behalf of the Owner is accurate, correct, complete, fit for its intended purpose or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties.

B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by the Agreement.

C. Owner shall use reasonable efforts to arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a reasonable time.

E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants Owner desires for the Project, but not provided by the CMAR.

F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation.

9.10 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Intentionally Deleted.

9.13 Safety Programs

A. While at the Site, Owner's employees and representatives will reasonably comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF ENGINEER DURING CONSTRUCTION

10.01 Engineer

A. The general duties, responsibilities, and the limitations of authority of Engineer during construction are set forth below.

10.02 Visits to Site

A. Engineer will either be based at the Site or make visits to the Site on a regular basis. Engineer will observe the Work; check the quality, quantity, and progress of the Work; implement a quality control and assurance program; and perform functions to administer certain portions of the Contract specified therein.

B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner regarding information obtained during such Site visits and observations.

C. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.04. Particularly, but without limitation, during or as a result of Engineer's visits or observations of CMAR's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.19.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from CMAR in response to Owner's delegation (if any) to CMAR of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR for Owner's review and approval as set forth in Paragraph 13.02.

10.06 Decisions on Requirements of Design Documents and Acceptability of Work; Exercise of Authority

A. Engineer will render decisions regarding the requirements of the Design Documents as provided in Article 3. Engineer will judge the acceptability of the Work as permitted in Article 14.

B. Owner may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.07 Limitations on Owner's and Engineer's Authority and Responsibilities

A. Neither Owner's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither Owner nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

C. Neither Owner nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contact Documents or a change in any time period provided for in the Contact Documents. No action, conduct, omission, prior failure or course of dealing by the Owner shall act to waive, modify, or alter the requirement that a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order must be in writing and signed by the Owner. This provision supersedes all other provisions in the Contract Documents that provide methods for effecting changes in the Work.

B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.

D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, may be supported by Engineer's recommendation.

11.02 Change Orders

A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:

1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and

3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09,

concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A and Owner has signed the Change Order, it will be deemed to be of full force and effect, as if fully executed.

C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:

1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;

2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

D. If the Change Order increases the Guaranteed Maximum Price without increasing the Contract Time(s) it shall not include any Construction Support Costs.

E. Except as otherwise conspicuously and unambiguously stated on the face of the respective Change Order, Change Orders signed by both Owner and CMAR shall constitute a full and final settlement of all matters that are the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change in the Work and any and all adjustments to the GMP and Contract Time, as permitted under Tex. Gov't Code, Chapter 2260.

11.03 Work Change Directives

A. A Work Change Directive will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

B. If Owner has issued a Work Change Directive and CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 7 days after the completion of the Work set out in the Work Change Directive. If Owner disagrees with CMAR's request either party may initiate a Claim.

11.04 Field Orders

A. Owner, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order, which shall be in writing, and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.

B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein within 7 days of the Field Order.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to or approval from any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09 and Paragraph 4.05 where applicable. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content—CMAR shall submit a Change Proposal to Owner and Engineer to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:

1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to Article 6 of the Agreement.

2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.

4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.

C. Change Proposal Procedures

1. Submittal—CMAR shall submit each Change Proposal to Owner and Engineer within 30 days after the start of the event giving rise thereto.

2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Engineer and Owner with such Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.

3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before

conducting a full review and advising Owner regarding the Change Proposal, then Engineer may request that CMAR submit such additional supporting data by a date specified by Engineer, prior to Engineer advising Owner on its full review of the Change Proposal.

4. Owner's Review and Action on the Change Proposal: Upon receipt of Engineer's advice regarding CMAR's Change Proposal, Owner may request that CMAR submit additional supporting data Owner determines is needed for Owner to conduct a full review and make a decision regarding the Change Proposal. Upon receipt of CMAR's supporting data (including any additional data requested by Owner), Owner will conduct a full review of each Change Proposal and, within a reasonable time after such receipt of the CMAR's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to CMAR. If Owner does not take action on the Change Proposal within 30 days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision: Owner's decision is final and binding upon CMAR, unless CMAR appeals the decision by filing a Claim under Article 12.

D. Post-Completion—CMAR shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:

1. Appeals by CMAR of Owner's decisions regarding Change Proposals;

2. Any demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents provided the party making the demand has complied with all contractual notice requirements in applicable sections of the Contract Documents; and

3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.

B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but no later than 21 days after the party recognizes the condition

giving rise to the Claim. In the case of appeals regarding Change Proposals, CMAR shall submit such Claims within 7 days of the decision under appeal. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim (including the days and amounts) is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the amount to which CMAR is entitled under the Contract Documents. CMAR's strict compliance with the Claim submittal procedures set forth in Paragraph 12.01 shall be considered a condition precedent to the CMAR's entitlement to its relief for any Claim under the Contract Documents.

C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may in writing unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.

E. Partial Approval—If a Claim is only partially approved, such action will be final and binding unless within 30 days of such action unless the other party gives written notice to the denying party of the intent to submit the dispute to mediation or to a court of competent jurisdiction.

F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 60 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. Owner's denial of CMAR's Claim will be final and binding unless CMAR gives written notice to Owner of the intent to submit the dispute to mediation or to a court of competent jurisdiction within 30 days of the denial.

G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

A. CMAR shall include in the GMP all allowances stated in the Contract Documents. Each allowance item shall contain a detailed breakdown of the assumptions for each allowance, including assumptions pertaining to quantity, quality, assembly factors and inclusion or exclusion of costs. By inclusion of allowance items in the GMP, CMAR represents and warrants to Owner that each such allowance is a reasonable estimate, using CMAR's skill and professional judgment, of the cost pertaining to such allowance item taking into account: (a) the Drawings and Specifications and other information existing at the time the allowance is determined; (b) the labor and material standards and construction means, methods and techniques prevailing in the industry for first class construction; and (c) the level of labor and material costs generally prevailing in the locality of the Project at the time the allowance is determined. Where an allowance item has been provided to CMAR by Owner, CMAR shall review such allowance item, and before including such allowance item in the GMP, determine to the best of CMAR's knowledge and professional judgement, that the cost pertaining to such allowance item is a reasonable estimate taking into account the above criteria. If requested by Owner, CMAR shall provide Owner with a written explanation of how each allowance was determined.

B. Cash Allowances—CMAR agrees that:

1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes, excluding taxes from which Owner and/or the Project are exempt; and

2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by CMAR or such Subcontractor providing the unit price, as applicable, to be adequate to cover CMAR's, or such Subcontractor's, as applicable, overhead and profit for each separately identified item. Notwithstanding the foregoing, with respect to any CMAR self-performed Work, each unit price shall set forth CMAR's actual cost and CMAR's overhead and profit on such unit price shall be included in CMAR's Fee.

D. Engineer will initially determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Engineer will review with CMAR the Engineer's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Engineer's written decision thereon will be final and binding except as modified by Engineer to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.

E. Adjustments in Unit Price

1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:

   a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and

   b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. CMAR shall give Owner and Engineer timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and

obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner and Engineer the required certificates of inspection or approval.

D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Engineer, CMAR shall, if requested by Engineer or Owner, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Engineer and Owner timely notice of CMAR's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.

B. Engineer's and Owner's Authority— Engineer has the authority to determine whether Work is defective, and, in consultation with the Owner, to reject defective Work. Owner has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects—Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to CMAR. Prompt written notice of all defective Work of which CMAR has actual knowledge will be given to Owner and Engineer.

D. Correction, or Removal and Replacement—Promptly after knowledge of or receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines

levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so in writing. If such acceptance occurs prior to final payment, such acceptance shall be subject to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Each of Engineer and Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer or Owner, then CMAR shall, if requested by Engineer or Owner, uncover such Work for Owner's or Engineer's observation, and then replace the covering, all at CMAR's expense.

C. If Engineer or Owner considers it necessary or advisable that covered Work be observed by Owner or Engineer, or inspected or tested by others, then Owner or Engineer will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Owner may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price for the actual, direct costs incurred and substantiated or an extension of the Contract Times for actual impacts to the critical path schedule directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 7 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. CMAR shall have no right or claim against Owner for an extension of Contract Times or increase in Guaranteed Maximum Price for the resulting delay. This right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If CMAR fails within a reasonable time after written notice from Owner or Engineer to correct defective Work, or to remove and replace defective Work as required by Owner or Engineer, then Owner may, after 7 days' written notice to CMAR or such shorter time as may be reasonable under the circumstances, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed reasonably promptly. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

Except as modified in a Work Authorization, Progress Payments shall be governed by this Section 15.02.

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Engineer a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.

2. CMAR shall submit a schedule of values to the Engineer before the first Application for Payment, allocating the entire Contract Price to the various portions of the Work ("Schedule of Values"). The Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Engineer or Owner, and if approved in writing by Owner, the Schedule of Values will serve as the basis for progress payments and will be incorporated by Engineer into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. By the last day of the month, but not more often than once a month, CMAR shall submit to Engineer for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. In addition to other required items, each Application for Payment shall be accompanied by the following documentation, statements and information, in form and substance reasonably satisfactory to the Owner and in compliance with applicable state statutes:

   a. a statement, under oath, by CMAR that all bills or obligations incurred by CMAR, for which previous Applications for Payment have been submitted and paid by Owner, have been paid by CMAR, or, if any bill or obligation remains outstanding, the statement shall fully disclose the outstanding bill or obligation by stating the name of the person or entity to whom the bill or obligation remains outstanding, the amount of the outstanding bill or obligation, and the reason why such bill or obligation has not been paid; CMAR's sworn statement must include CMAR's Subcontractor list in Excel electronic format and must reflect the amount of Change Orders entered into, by CMAR with Subcontractors;

   b. a duly executed Conditional Waiver and Release on Progress Payment (as shown in Exhibit F-1 attached to the Agreement) from the CMAR and each Subcontractor and Supplier waiving all liens and claims for payment for the Work covered by the Application for Payment being submitted conditioned upon receipt of payment;

   c. for any payments made by Owner to CMAR at least seven days prior to submission of the pending Application for Payment ("Prior Payments"), a duly executed Unconditional Waiver and Release on Progress Payment (as shown in Exhibit F-2 attached to the Agreement) from each Subcontractor waiving all liens or claims for payment for the Work covered by such Prior Payments;

   d. for any payments made by Owner to CMAR prior to submission of the pending Application for Payment a duly executed Unconditional Waiver and Release on Progress Payment (as shown in Exhibit F-2 attached to the Agreement) from CMAR waiving all liens or claims for payment for the Work covered by the previous Application for Payment; and

e. such other reasonable information, documentation, and material as the Owner or Owner's lender of any may request. Owner shall furnish to CMAR any policies, procedures, or other requirements of Owner, or any construction finance lender or lenders needed to approve and/or authorize payments to CMAR.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

5. Each Application for Payment will constitute a representation by CMAR that:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, and any other qualifications stated in the Application for Payment, provided that such qualifications shall not obligate Owner to pay for Work not yet completed in accordance with the Contract Documents; and

   c. the conditions precedent to CMAR's being entitled to such payment have been fulfilled and CMAR has not included any amounts in the Application for Payment attributable to a Subcontractor or Supplier for which CMAR does not intend to make payment to such Subcontractor or Supplier.

C. Review of Applications

1. Engineer will, within 20 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Engineer's reasons for refusing to recommend payment for all or a portion of the Application for Payment. In the latter case, CMAR may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's (a) observations of the executed Work, and (b) review of the Application for Payment

and the accompanying data and schedules, that to the best of Engineer's knowledge, information, and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and

c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.

4. Neither Engineer's review of CMAR's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work;

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;

d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner if the statements in Paragraph 15.02.C.2 cannot be made to Engineer's knowledge, information, and belief.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents;

f. Engineer in good faith determines that the portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Price then remaining unpaid is determined by Owner to be sufficient to so complete the Work; provided however, this provision shall not apply if the shortfall is due to Owner's failure to make timely payment to CMAR of undisputed amounts;

g. CMAR has failed, or Engineer is made aware that CMAR has failed, to make payments promptly to Suppliers or Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of the Agreement and the General Conditions.

D. Payment Becomes Due

1. Subject to Paragraph 15.02.E below, payments of amounts approved by Owner are due and payable thirty (30) days from the date the Owner receives the certified Application for Payment from CMAR.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) based on Engineer's review of the Application for Payment, and notwithstanding any provisions in the Contract Documents to the contrary, Owner is entitled to impose a set-off against or withhold payment based on any of the following:

a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. CMAR has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is nonconforming, defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;

j. CMAR is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;

k. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

l. CMAR fails to provide the above-required affidavits, releases and waivers of liens and claims, or Liens have been filed or asserted in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

m. Claims have been made or costs have been incurred arising from CMAR Services;

n. CMAR has failed, or Owner has a reasonable belief that CMAR has failed, to make undisputed payments promptly, or in the time required by Texas Government Code Chapter 2251, to Suppliers or Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of the Agreement and the General Conditions, provided CMAR has complied with its obligations under Paragraph 15.02.B.5.c;

o. Owner in good faith determines that the portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Price then remaining unpaid is determined by Owner to be sufficient to so complete the Work; provided however, this provision shall not apply if the shortfall is due to Owner's failure to make timely payment to CMAR of undisputed amounts; or

p. There is reasonable doubt about whether CMAR will complete the Work within the Contract Times; or

q. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, Owner will give CMAR prompt written notice stating the reasons for such action and the specific amount of the reduction, and pay CMAR any amount remaining after deduction of the amount so withheld in accordance with the terms of this Article. Owner shall pay CMAR in Owner's next payment of an Application for Payment the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.

F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

Except as modified in a Work Authorization, Substantial Completion will be governed by this Paragraph 15.04 and Paragraph 15.05.

A. When CMAR considers the entire Work for the Project is ready for its intended use CMAR shall notify Owner and Engineer in writing that such Work is substantially complete and request that Engineer, issue a certificate of Substantial Completion for the Project. CMAR shall at the same time submit to Owner and Engineer CMAR's proposed comprehensive punch list of items to be completed or corrected before final payment. Failure to include an item on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.

B. Promptly after CMAR's notification, Owner, CMAR, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Engineer, will notify CMAR in writing, giving the reasons for the determination. After completion or correction of such deficiency, CMAR must again notify Owner and Engineer for reinspection, and submit another request that Engineer issue a certificate of Substantial Completion. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Owner or Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CMAR to Owner. If CMAR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

C. If Engineer deems the Work substantially complete, Engineer, after consultation with Owner, will issue a certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer will attach to the certificate Engineer's punch list of items to be completed or corrected before final payment.

D. At the time of issuance of the certificate of Substantial Completion, Owner may use and occupy the Work, and Owner and CMAR will review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. CMAR shall bear

responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities until Owner's use or occupancy of the Work.

E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

A. Prior to Substantial Completion of all the Work for the entire Project, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner and Engineer agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may use or occupy any such part of the Work that Owner believes to be substantially complete. Engineer will inspect that part of the Work to determine its status of completion and if Engineer agrees that such part of the Work is substantially complete, CMAR, Owner, and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and CMAR in writing, giving the reasons for its determination.

2. At any time, CMAR may notify Owner and Engineer in writing that CMAR considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after CMAR makes a request pursuant to Paragraph 15.05.A.2 above, Owner, CMAR, and Engineer will inspect that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and CMAR in writing, giving the reasons for its determination. If Engineer considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the division of responsibility, and access.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 6 and the Insurance Requirements Exhibit to the Agreement regarding builder's risk or other property insurance.

5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The

determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner and Engineer in writing that such authorized Work is substantially complete and request that Engineer issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner and Engineer the CMAR's proposed comprehensive punch list of items to be completed or corrected before such authorized Work is deemed complete.

2. CMAR, Owner, and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for such authorized Work.

3. The determination of a date of Substantial Completion for such authorized Work under a specific Work Authorization under this Paragraph 15.05.B or part of Work under Paragraph 15.05.A will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection

A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Engineer determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.

2. The final Application for Payment must be accompanied, except as previously delivered by:

a. all documentation required by the Contract Documents, including required certifications;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work, the form of which are attached as Exhibit F-3 and Exhibit F-4 to the Agreement;

f. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, the form of which is attached after Exhibit F-4 to the Agreement;

g. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;

h. a written statement that the CMAR knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

i. documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties;

j. a certificate from the CMAR that it has performed all of its obligations under the Contract;

k. a final, unconditional certificate of occupancy and all construction-related approvals, licenses and requirements for the Project or Work Package, as applicable, enabling it to be occupied and operated for its intended use, unless such certificates have not been issued solely as a result of the acts or omissions of the Owner;

l. certification that all of the requirements for Substantial Completion under Paragraph 15.04 have been met and all Work, including all punch list items, has been fully and finally completed;

m. a complete list of all Subcontractors and Suppliers, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project;

n. digital files of all maintenance and operating manuals;

o. digital files of all written guarantees and warranties in the form prescribed in the Contract Documents; and

p. one digital file copy of all other documents as the Owner may reasonably require, which may include, without limitation, those record documents described in Paragraph 7.15 above.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

B. Engineer's Review of Final Application and Recommendation of Payment—If, on the basis of Engineer's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final

payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.

C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and CMAR that the Work is acceptable to Engineer, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.

D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of Notice of Acceptability of the Work and Owner's approval of same.

E. Final Payment Becomes Due—Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall reject or approve such final Application for Payment, and shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Upon Owner's approval of the final Application for Payment, as may be adjusted in accordance with this paragraph, Owner shall pay the resulting balance due to CMAR within 30 days of Owner's receipt of the final Application for Payment from Engineer with all required supporting documentation.

15.08 Waiver of Claims

A. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters CMAR identifies in writing to Owner as of the date of the request for final payment.

15.09 Correction Period

A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner and Engineer to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

B. If within two years after the date of Final Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. return to the Site with Owner and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;

2. consult with Owner and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;

3. correct the defective repairs to the Site or such adjacent areas;

4. correct such defective Work;

5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

C. If, after receipt of a notice of defect within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B.

D. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Engineer. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to request an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension lasting longer than 60 consecutive days. Notwithstanding the foregoing, any pause in Work (whether between Work Packages or otherwise) that is provided for in the Progress Schedule shall not be a suspension and shall not be applicable to such 60-consecutive day period. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work. CMAR shall not be entitled to an adjustment in Contract Price or Contract Time to the extent that (i) performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which CMAR is responsible; or (ii) an adjustment is made or denied under another provision of the Contract.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:

1. CMAR's failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;

2. CMAR's failure to perform or otherwise to comply with a material term of the Contract Documents, or CMAR's anticipatory breach or repudiation of the Contract;

3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction;

4. CMAR becomes insolvent, files a Petition in Bankruptcy, or is adjudicated bankrupt, or makes a general assignment to the benefit of its creditors, or cannot pay its debts as they generally become due; or

5. CMAR's disregard of the authority of Owner or Engineer; or

6. CMAR's failure to make payment to Subcontractors or Suppliers in accordance with the respective agreements between CMAR and the Subcontractors or Suppliers.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 7 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract may, without prejudice to any other rights or remedies of the Owner, proceed to

1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated, enforce the rights available to Owner under this Agreement and any applicable performance bond. If a performance or maintenance or warranty bond is required under the Contract, Owner requires CMAR's surety to complete the remaining Work in accordance with the terms of the original Contract. A completing contractor will be considered a subcontractor of the surety. Owner reserves the right to approve or reject proposed subcontractors. Work may resume after Owner receives and approves certificates of insurance required under Paragraph 6.02 above. Such certificates of insurance may be issued in the name of the completing contractor. The surety is responsible for making every effort to expedite the resumption of Work and completion of the Contract. Owner may complete the Work using any or all materials at the work locations it deems suitable and acceptable. Any costs incurred by Owner for the completion of the Work under the Contract will be the responsibility of the surety. Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the Work after the default, all payments will be made to the surety. All costs and charges incurred by Owner as a result of the default, including, without limitation, the cost of completing the Work under the Contract, costs for other work Owner deems necessary, and any applicable liquidated damages or disincentives will be deducted from money due to CMAR for completed portions of Work. If these costs exceed the sum that would have been payable to CMAR under the Contract, the surety will be liable and pay Owner the balance of these costs in excess of the Contract Price. In case the costs incurred by Owner are less than the amount that would have been payable under the Contract if the Work had been completed by CMAR, Owner will be entitled to retain the difference.

C. Subject to the terms and operation of any applicable performance bond and surety's prior rights, if Owner has terminated the Contract for cause, Owner may:

1. Exclude the CMAR from the Site, and take possession of, equipment, tools, and construction equipment and machinery thereon owned by the CMAR;

2. Accept assignment of subcontracts pursuant to the Contract Documents; and

3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the CMAR, the Owner shall furnish to the CMAR a detailed accounting of the costs incurred by the Owner in finishing the Work.

D. CMAR's services will not be terminated under Paragraph 16.02.B if CMAR begins to correct its failure to perform within 7 days of receipt of notice of intent to terminate and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice. If the nature of the failure is such it cannot be fully cured within 30 days, Contractor shall within 10 days of the notice provide a detailed resource-loaded schedule for completion of the cure work by the earliest feasible date and the Engineer will have authority to grant additional cure time. Nothing in this paragraph and no extension of cure time shall entitled Contractor to an extension of Contract Time.

E. Notwithstanding the foregoing, if Owner reasonably determines that CMAR's acts or omissions pose an immediate and substantial threat or danger of injury to persons or damage to the Work or other property, Owner may, without prejudice to any other rights or remedies granted by this Contract or by law, immediately suspend CMAR's performance of the Work, take immediate possession of the Project Site, take such further action reasonably necessary to prevent, mitigate against, remove, or repair such threat or damage, and deduct such costs and expenses it reasonably incurs from any sums due and owing to the CMAR or, in the absence thereof, to recover such costs and expenses from the CMAR.

F. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. Upon receipt of any such written notice of termination of the right to proceed, the CMAR shall, at its expense, for that Work affected by any such termination:

1. Make an inventory of all materials and equipment in storage at the Site, in route to the Site, in storage or manufacture away from the Site, and on order from Suppliers;

2. Upon Owner's written instruction, assign to the Owner, subcontracts, supply contracts, and equipment rental agreements all as designated by the Owner;

3. Remove from the Site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the Owner to be used by the Owner in completing such Work;

4. Promptly provide to Owner any and all records, plans, drawings, data, permits, specifications, sketches, reports and other information relating to the terminated Work;

5. Transfer to Owner all data and information contained within the project management software.

If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages, including but not limited to all fees and charges of Owner's advisors, engineers, architects, attorneys, and other professionals, sustained by

Owner, such excess will be paid to CMAR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.

If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of Paragraph 16.02.B will govern over any inconsistent provisions of that bond.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to CMAR, Owner may immediately, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract in whole or in part for Owner's convenience. In such case, CMAR shall be paid for without duplication of any items:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
2. reasonable expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
3. reasonable costs of demobilization incurred by CMAR and reasonable amounts incurred in settlement of terminated subcontracts.

B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

C. If Owner terminates the Contract under Paragraph 16.02 but it should be determined that CMAR was not in default hereunder, then such termination shall be deemed, as of the date made, to have been made for convenience under Paragraph 16.03.

D. Upon receipt of notice from the Owner of such termination for the Owner's convenience, CMAR shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

16.04 Contingent Assignment of Subcontracts and Purchase Orders

A. Each subcontract and purchase order for a portion of the Work, including all contracts with Subcontractors will expressly provide that such agreement is assigned by CMAR to Owner, provided that:

1. Assignment is effective after any termination of the Contract by Owner and only for those agreements that Owner accepts by notifying the Subcontractor and CMAR in writing, which notice shall be made by Owner to CMAR no later than forty-five (45) days after the termination is effective; and

2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

B. When Owner accepts assignment of an agreement under this Paragraph, the Owner assumes the CMAR's rights and obligations following such assignment under such agreement. Assignment does not relieve CMAR of its obligations under the assigned agreement or the Contract Documents, nor shall any assignment be deemed a waiver by Owner of any action or claim that Owner could assert against CMAR.

C. If the Work in connection with a subcontract or purchase order has been suspended for more than ninety (90) days after termination of the Contract by Owner and Owner accepts assignment of such agreement, and such termination is not due in whole or in part to any breach of contract or negligence of the Subcontractor, then the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such party as a result of the suspension, if requested and appropriate.

D. Upon assignment to the Owner pursuant to this Paragraph 16.04, Owner may further assign the subject agreement to a successor construction manager-at-risk or other entity.

E. Owner shall have the right to request from any Subcontractor at any time during the course of the Work, a notarized affidavit stating the amount of monies which have been paid to the party as of any certain stipulated date.

F. Each agreement shall specifically provide that Owner shall only be responsible to the Subcontractor for those services and materials furnished and approved by Owner subsequent to Owner's exercise of any rights under this conditional assignment.

16.05 CMAR May Stop Work or Terminate

A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 60 days' written notice to Owner, and provided Owner has not taken reasonable steps to remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03. In no event shall Owner be liable for lost profits, lost opportunity costs, overhead, or any other costs incurred by reason of the termination.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 30 days after providing written notice to Owner of such failure, stop the Work until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this

paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph.

ARTICLE 17—MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 Computation of Times

A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Limitation of Damages

A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

B. Notwithstanding any other provisions of the Contract and to the fullest extent permitted by law, the Owner and CMAR, on behalf of themselves, their parent companies, if applicable, their affiliates and their directors, officers and employees, mutually waive all claims against the other for any loss of funding, loss of profits, loss of opportunity, and any other special, consequential or indirect losses or damages, except as expressly permitted in the Contract.

17.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

17.07 Controlling Law

A. This Contract is to be governed by the law of the State of Texas without regard to conflicts of laws that would apply the laws of a different jurisdiction.

17.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.09 Successors and Assigns

A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.10 Headings

A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.11 Interpretation

A. The parties expressly agree that this Contract was jointly drafted, and that both parties had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

17.12 CMAR's Additional Representations

A. CMAR and the person or persons executing the Agreement on behalf of CMAR, or representing themselves as executing the Agreement on behalf of CMAR (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

1. https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
2. https://comptroller.texas.gov/purchasing/docs/iran-list.pdf; or
3. https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

B. Pursuant to Section 2271.002, Texas Government Code, if CMAR has ten or more full-time employees and the Agreement is for goods and services and is valued at or above $100,000, and is to be paid wholly or partly by public funds, then CMAR hereby represents that it does not boycott Israel and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

C. Pursuant Section 2274.002 and any other relevant provisions of the Texas Government Code, if the CMAR has ten or more full-time employees and this Contract is for goods or services valued at or above $100,000, and is to be paid wholly or partly by public funds, then CMAR verifies that it does not (i) have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the Contract. As used in the immediately preceding sentence, "firearm entity", "firearm trade association", and discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

D. Pursuant to Chapter 809, Texas Government Code, CMAR represents that CMAR does not boycott those energy companies identified in Tex. Gov't. Code § 809.01(1) and will not boycott such energy companies during the term of the Contract.

E. By executing the Agreement, CMAR certifies that it is not owned by nor is the majority of the CMAR's stock or other ownership interest held or controlled by the government or citizens of the following countries: China, Iran, North Korea, Russia, and any other country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103, Texas Government Code, as amended (the "Prohibited Countries"). As used in the immediately preceding sentence, "critical infrastructure" shall have the meaning given such term in Section 2275.0101, Texas Government Code. CMAR further certifies that it is not owned, held, or controlled by any company or governmental entity controlled by or headquartered in the Prohibited Countries. The foregoing prohibitions apply regardless of whether the CMAR's securities are publicly traded or whether the CMAR is listed on a public stock exchange.

EXHIBIT C–INSURANCE EXHIBIT

This Exhibit C is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

ARTICLE 1—BONDS AND INSURANCE

1.01 Performance, Payment, Security and Other Bonds

A. Security Bond—When CMAR delivers the signed counterparts of the Agreement to the Owner, CMAR shall deliver, within ten (10) days of signing the Agreement, a security bond on the form required by Owner in accordance with the terms provided herein ("Security Bond"). Such Security Bond shall remain in full force and effect until a binding GMP for the entirety of the Work of the Project is established and payment and performance bonds covering the entirety of the Work for the Project have been delivered to the Owner as required by Paragraph 1.01.B of this Exhibit.

B. No later than the execution of the first Work Authorization for a Work Package(s), or Owner's acceptance of the GMP Proposal for the Project if earlier, the CMAR shall furnish a performance bond and a payment bond as required by Chapter 2253 of the Texas Government Code, each with a penal sum in an amount at least equal to the GMP covered by such Work Authorization or the Guaranteed Maximum Price for the Project, as applicable, as security for the faithful performance and payment of CMAR's obligations under the Contract. The performance and payment bonds shall be increased as additional Work Authorizations are executed such that the penal sums of the performance and payment bonds are always equal to the total GMPs of all Work Authorizations executed for the Project, including any modifications thereto. Upon delivery of, or increase to, the performance and payment bonds as required for an executed Work Authorization, the Security Bond shall be accordingly decreased by the amount of the penal sum of the performance and payment bonds or increase thereto. Should the GMP of any Work Authorization be amended by Change Order or otherwise, the penal sum of the performance and payment bonds shall be amended such that the penal sum is always equal to the total GMP of all executed Work Authorizations for the Project. The performance and payment bonds must remain in effect until Final Completion, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Owner's Construction Budget.

IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CMAR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES OWNER INCURS AS A RESULT.

C. CMAR shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.

D. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner except as provided otherwise by Laws or Regulations. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

E. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the State of Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code, to issue bonds in the required amounts.

F. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

G. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner's termination rights under Article 16 of the General Conditions.

H. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

I. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.

J. CMAR acknowledges that the Owner is a municipality and that the property that the Project will occupy is publicly owned. As such, neither CMAR nor any Subcontractor or Supplier may file, assert, or obtain a mechanic's or other lien against the Project or any property of the Owner. CMAR shall provide each Subcontractor and Supplier a copy of the payment bond CMAR obtained for this Project at the time the subcontract is executed.

K. CMAR shall provide a warranty/maintenance bond from a company or companies qualified to issue a payment or performance bond pursuant to Chapter 2253 of the Texas Government Code. The amount of said bond shall be equal to a minimum of ten percent (10%) of the Contract Price, as may be adjusted as provided in an accepted GMP Proposal. The bond shall be provided on Owner's forms and shall be issued by the same surety that issues the payment and performance bonds for the Project and shall be for the duration of the correction period after Final Completion provided in Paragraph 15.09 of the General Conditions.

L. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O of the General Conditions.

1.02 Insurance—General Provisions

A. Owner and CMAR shall obtain and maintain insurance as required in this Exhibit and in the Supplementary Conditions to the Contract, if any.

B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M.

Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

C. Alternative forms of insurance coverage, including but not limited to self-insurance, insurance through a captive insurer owned or controlled by CMAR, and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract and all costs associated therewith are not reimbursable under the Contract, unless expressly allowed in the Supplementary Conditions.

D. CMAR shall deliver to Owner certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Not used

F. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of CMAR's obligation to obtain, and maintain such insurance.

G. Except with Owner's written approval, and without limiting any of the other obligations or liabilities of CMAR, CMAR shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown in Paragraph 1.03 below except for professional liability, with the Owner and other Indemnified Parties identified in the Contract as additional insureds on such policies to the extent that CMAR is required to name Owner and such Indemnified Parties as additional insureds on CMAR's coverage; provided, however, that the minimum limit by Subcontractors for their Excess Liability shall be $1,000,000 per occurrence and general aggregate on subcontracts with an aggregate value less than $1,000,000 (inclusive of all Change Orders) and $5,000,000 per occurrence and aggregate for all other Subcontractors. As an alternative, CMAR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. CMAR's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that CMAR agrees to provide workers' compensation for Subcontractors and their employees. CMAR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. CMAR must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

1. If a Subcontractor will provide design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then CMAR shall require that such Subcontractor purchases and maintains

applicable professional liability insurance as is required of CMAR in Paragraph 1.03.M below. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.

H. If CMAR does not purchase or maintain the insurance required of it by the Contract, CMAR shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.

I. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16 of the General Conditions.

J. Without prejudice to any other right or remedy, if CMAR (or a Subcontractor) has failed to obtain required insurance, Owner may elect, but is in no way obligated, to obtain equivalent insurance to protect its interests at the expense of CMAR, and the Contract Price will be adjusted accordingly. Further, CMAR shall bear all costs attributable to such failure, including, but not limited to, the foregoing costs described in this paragraph.

K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.

L. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

M. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder and Owner. Within two business days of receipt of any such written notice or changed endorsement, the purchasing policyholder must provide a copy of the notice to Owner and each other insured.

1.03 CMAR's Insurance

A. Required Insurance–CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance specified in this Paragraph 1.03 and Paragraph 1.04 and pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions–The policies of insurance required by this Paragraph 1.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least through the maximum period of exposure under the applicable statute of repose, except for Automobile Liability and Worker's Compensation which shall remain until the Work is complete, as set forth in Paragraph 15.07.D of the General

Conditions, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable;
5. include all necessary endorsements to support the stated requirements;
6. be primary with respect to any insurance or self insurance carried by Owner for liability arising out of operations under the Contract;
7. include a waiver of subrogation in favor of Owner.

C. Additional Insureds–The CMAR's commercial general liability, automobile liability, umbrella or excess, asbestos abatement liability, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and its officials, directors, employees, representatives, and volunteers, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

D. Workers' Compensation and Employer's Liability—CMAR shall purchase and maintain Workers' Compensation Insurance with statutory coverage as required in the State of Texas in connection with the performance of the Work and Employers' Liability Insurance. All Workers' Compensation Insurance shall satisfy all requirements of Paragraph 1.07 below. The minimum limits required for the employer's liability insurance are as follows:

Workers' Compensation and Employer's Liability	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Disease each employee	$1,000,000
Disease policy limit	$1,000,000

Policies must include (a) other States' endorsement to include Texas if CMAR business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.

E. Commercial General Liability (Claims Covered)—CMAR shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CMAR, including, but not limited to, the liability assumed under the indemnification provisions of this Contract, on an "occurrence" basis, against damages because of bodily injury, sickness or disease, or death of any person other than CMAR's employees.

F. Commercial General Liability (Form and Content)—CMAR's commercial liability policy shall be written on an ISO commercial general liability form (occurrence form) CG 00 01 04 13 or equivalent. The policy shall not include any type of subsidence or earth movement exclusion; classification or business description limitation endorsement; or punitive, exemplary or multiplied damages exclusion. Such insurance shall include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained through the later of ten (10) years after completion of the Work or until expiration of the maximum period of exposure under the applicable statute of repose.

   b. CMAR shall furnish Owner and each other additional insured (as identified in the Contract) evidence of continuation of such insurance at final payment and through the statute of repose thereafter.

2. Contractual coverage, including written contracts, subject to the standard policy terms and conditions for "insured contracts" as defined in the definition section of the policy.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Additional insured endorsements that include both ongoing operations and products and completed operations and underground hazard, explosion, and collapse coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). The policy shall include endorsement CG 25 03 Amendment of Aggregate Limits of Insurance (per Project). If CMAR demonstrates to Owner that the specified ISO endorsements are not commercially available, then CMAR may satisfy this requirement by providing equivalent endorsements.

5. Coverage for Work performed by Subcontractors in the completed operations phase, with no exclusion or endorsement modifying the subcontract exception to the "Your Work" exclusion.

6. Personal injury coverage, with no exclusion modifying or limiting the employer liability exclusion set forth in ISO Form CG 00 01 04 13 or limitation for independent contractors of any tier.

7. If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

G. Commercial General Liability (Excluded Content)—The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:

1. Any modification of the standard definition of "insured contract."
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability.
6. Any limitation or exclusion based on the nature of CMAR's work.
7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.

H. Commercial General Liability (Minimum Policy Limits)—CMAR shall maintain Commercial General Liability insurance in accordance with the requirements stated herein subject to the following minimum policy limits:

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

I. Automobile Liability—CMAR shall purchase and maintain automobile liability insurance, covering all owned, hired, and non-owned vehicles, against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. Such insurance is to include coverage for loading and unloading hazards and CMAR shall provide pollution coverage for any vehicle hauling asbestos containing cargo as set forth in Paragraph K below. The automobile liability policy shall be written on an occurrence basis and shall be provided at the following minimum policy limits:

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	$1,000,000

J. Asbestos Abatement Liability—CMAR shall purchase and maintain a policy covering liability against property damages and bodily injury, sickness or disease, or death arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials. Such asbestos abatement liability insurance shall be provided on an occurrence basis at the following minimum limits:

Asbestos Abatement Liability	**Policy limits of not less than:**
Per occurrence	$1,000,000
Employer's Liability	
Each accident	$1,000,000

Asbestos Abatement Liability	Policy limits of not less than:
Disease each employee	$1,000,000
Disease policy limit	$1,000,000

Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

K. Pollution Liability—CMAR shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from CMAR's operations and completed operations. CMAR or any Subcontractor responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include a MCS 90 endorsement and the CA 9948 Pollution Endorsement, or its equivalent. Such pollution liability insurance shall be provided at the following minimum limits:

Pollution Liability	Policy limits of not less than:
Each Claim	$5,000,000
General Aggregate	$5,000,000

L. Umbrella or Excess Liability—CMAR shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, if any, commercial general liability, asbestos abatement liability, and automobile liability insurance (including pollution coverage for transporting asbestos or other hazardous materials) described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall provide coverage at least as broad as, and apply in excess and follow form as to, each and every one of the underlying policies. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Such umbrella or excess liability insurance shall be provided at the following minimum policy limits:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$10,000,000
General Aggregate	$10,000,000

M. Contractor's Professional Liability—CMAR shall obtain and keep in force, at its sole cost and expense, a Contractor's Professional Liability insurance policy written on a claims-made basis. The retroactive date, if any, shall be no later than the commencement date of this agreement. Such insurance shall cover damage by reason of any acts, errors, or omissions committed or alleged to have been committed by the CMAR, or any acts for which CMAR is liable. Such Contractor's Professional Liability policy shall be provided at the following minimum limits:

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$5,000,000
General Aggregate	$5,000,000

1.04 Builder's Risk and Other Property Insurance

A. Builder's Risk–Before the commencement of construction CMAR shall purchase and maintain "All-Risk" builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost of the Work. Such insurance shall be written in the amount of the accepted GMP for the entire Project, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising the total value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision and shall include a margin clause of plus/minus 10% on project value. Such insurance shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when fabrication commences, in the case of specially fabricated materials, and for non-specially fabricated materials, when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured. Before commencement of construction, CMAR shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in this Paragraph 1.04. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

B. Such builder's risk insurance shall:

1. Cover the entire Work at the site as required in Paragraph 1.04.A above, including but not limited to the following coverages and, if specified, minimum required limits:

a. All structure(s) under construction, including but not limited to retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; minimum limit required sufficient to cover the anticipated maximum values of such structures;

b. All temporary structures (e.g., fencing, scaffolding, cribbing, falsework, forms, site lighting, temporary utilities and buildings) located at the site; minimum limit required $1 million;

c. All property including materials and supplies on site and off site for installation; minimum limit required sufficient to cover the anticipated maximum values of such materials and supplies onsite and offsite;

d. All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; minimum limit required sufficient to cover the anticipated maximum values in transit;

e. Other property for which CMAR or its Subcontractors or anyone for whom either is responsible, a named insured, or additional insured is liable in connection with the Project, including Owner-furnished or assigned property; minimum limit required sufficient to cover the anticipated maximum values of such property;

f. Ensuing loss arising from error, omission in construction methods, design, specifications, workmanship or materials; minimum limit required $2.5 million;

g. Preservation of Property; minimum limit required sufficient to cover the anticipated maximum values of such property;

h. Existing structure coverage for the renovation portion of the Project, if any; minimum limit required sufficient to cover the maximum values of affected portion of such structure;

i. Debris removal; minimum limit required $2 million;

j. Expediting Expenses; minimum limit required $1 million;

k. Extra Expense; minimum limit required $5 million;

l. Demolition and Increased Cost of Construction; minimum limit required $2 million;

m. Pollutant Clean-Up and Removal; minimum limit required $250,000;

n. Trees, Shrubs, Plants, Lawns and Landscaping (if applicable); minimum limit required $2,500 per item subject to a maximum of $1 million;

A sublimit may be applicable to flood coverage, but sublimit must be at least $10 million. A sublimit of $50 million or the GMP (as amended by Change Order) of the Project, whichever is less, is acceptable for Earthquake. The limit for all other perils, including, but not limited to, Named Windstorm, Wind, and Hail, must be equal to the GMP (as amended by Change Order) for the entire Project at the site.

2. Designate the CMAR as the named insured and the Owner and all Subcontractors as additional insureds;

3. Cover all costs for labor, supervision, materials, equipment, design professional fees, permit fees, and other costs and expenses for the rebuilding, restoring, repair or replacement of any insured property and for debris removal;

4. Allow for partial occupation or use of the Construction by Owner and shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted Final Completion;

5. Include performance/hot testing and start-up;

6. Not include any restriction on coverage relating to placement or maintenance of protective safeguards on the Project;

7. Waive all rights of subrogation against Owner, CMAR and Subcontractors;

8. Be maintained in effect until completion of the entirety of the Work or a designated portion thereof;

9. Be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the Property by Owner;

10. For Flood deductible, as applicable, it shall not exceed 5% of the project values in place at the time of the loss, and for Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

C. Not used.

D. Insurance of Other Property; Additional Insurance–If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the

entity or individual owning such property Item will be responsible for insuring it. If CMAR elects, without right to reimbursement, to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 1.04, CMAR may do so at its expense.

1.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 1.04, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and CMAR waive all rights against each other and their respective elected officials, officers, directors, and employees, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance.

1.06 Receipt and Application of Builder's Risk Insurance Proceeds

A. Any insured loss under the builder's risk policy required by Paragraph 1.04 will be adjusted and settled with CMAR, as the named insured that purchased the policy. CMAR will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. CMAR, as the named insured receiving insurance proceeds under the builder's risk insurance required by Paragraph 1.04 must distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. CMAR shall repair or replace the damaged Work, using insurance proceeds received by CMAR for the specific purpose of repairing or replacing such damaged Work as authorized in writing by Owner. If such proceeds will not be reasonably sufficient to rebuild and restore the affected portion of the Project, then, prior to any expenditure thereof, CMAR shall obtain Owner's approval to use such funds to settle the CMAR's and Owner's financial interests relating to the loss, and to take such other actions as may be in the best interest of Owner. Any excess in proceeds shall be returned to Owner as Savings.

1.07 Additional Workers' Compensation Requirements

A. Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

1. The following definitions apply to this Insurance Exhibit:

a. Certificate of coverage ("certificate")- A copy of a certificate of insurance or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

c. Persons providing services on the project ("subcontractor" in Tex. Lab. Code § 406.096) – includes all persons or entities performing all or part of the services or Work the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

5. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter, except when the Contract requires a longer period in which case the Contractor shall retain such certificates for such required period.

6. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew of any change that materially affects the provision of coverage of any person providing services on the project.

7. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Depart of Insurance Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

   a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory

requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

b. provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

d. obtain from each other person with whom it contracts, and provide to the Contractor:

   1) a certificate of coverage, prior to the other person beginning work on the Project; and

   2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

e. retain all required certificates of coverage on file for the duration of the Project and for one year thereafter, except when the Contract requires a longer period in which case such certificates shall be retained for such required period;

f. notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

9. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor and any Subcontractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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EXHIBIT D–AUDIT AND EXAMINATION OF RECORDS

This Exhibit D is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

ARTICLE 1—OWNER'S RIGHT OF AUDIT AND EXAMINATION OF RECORDS

1.01 Right to Audit

A. CMAR understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Owner, any successor agency and their representatives, including independent auditors, to conduct an audit or investigation in connection with those funds. CMAR further agrees to cooperate fully with any party conducting the audit or investigation, including providing all records requested.

1.02 Record Retention

A. CMAR shall maintain and retain all records and supporting fiscal and any other documents relevant to showing that any payments under this Contract and funds were expended in accordance with the terms of this Contract, the requirements of Owner, and with the laws and regulations of the State of Texas including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. CMAR shall maintain all such documents and other records relating to this Contract and Owner's property for a period of four (4) years after the date of submission of a request for final payment or until a resolution of all billing questions, whichever is later.

1.03 Access and Cooperation

A. CMAR shall make all records available and subject to audit, scanning, and/or reproduction at reasonable times and upon reasonable notice by Owner, any outside representative engaged by Owner for the purpose of examining such records, or those referenced in Paragraph 1.01.A above. Owner and such persons may conduct such audits or inspections throughout the term of the Contract and for a period of four years after final payment or longer if required by law. Owner and its representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with CMAR employees, field and agency labor, vendors, and Subcontractors and their employees. Owner and its representatives shall have reasonable access to the CMAR's facilities, shall be allowed to interview all current or former employees of CMAR and Subcontractors to discuss matters pertinent to the performance of the Contract and shall be provided adequate and appropriate work space, to conduct audits in compliance with this Exhibit.

1.04 Subcontract Audit Provisions

A. CMAR shall ensure that the same provisions of the Contract concerning the authority to audit funds received indirectly by Subcontractors and Suppliers of any tier through the CMAR and the requirement to cooperate are included in all subcontracts for Subcontractors and Suppliers of any tier.

1.05 Liability for Audit

A. If an audit inspection or examination conducted pursuant to this Exhibit, discloses overpricing or overcharges to the Owner (of any nature) by the CMAR and/or Subcontractors of more than $100,000, collectively, CMAR shall reimburse to Owner the reasonable cost of the Owner's audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CMAR's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to CMAR.

1.06 CMAR's Records

A. CMAR's "records" as referred to in this Exhibit shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, e-mails, superintendent reports, drawings, receipts, vouchers and memoranda, RFID data, GPS tracking data, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other CMAR records that may have a bearing on matters of interest to the Owner in connection with the CMAR Services, the Work, and/or CMAR's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following: compliance with requirements for deliverables; compliance with approved Drawings and Specifications; compliance with Owner's business ethics expectations; compliance with Contract provisions regarding the pricing of Change Orders and selection of Subcontractors; accuracy of CMAR's representations regarding the pricing of invoices and Applications for Payment; accuracy of CMAR's representations related to Claims submitted by CMAR or any Subcontractor or subconsultant; and all payments made by CMAR and the nature and extent of the services provided by CMAR in connection with the Contract.

GEORGETOWN TEXAS — FREESE AND NICHOLS

Key:
- Key Personnel (Resume included)
- Lives here, works here

EXECUTIVE OVERSIGHT

VICE PRESIDENT, CENTRAL WATER DIVISION
Jeff Polak

PROGRAM MANAGER
Thor Benson

PROJECT EXECUTIVE
Luke Hill

SENIOR PROJECT MANAGER
Ramon Mendoza

QUALITY & SAFETY

Mike Roon
QUALITY MANAGER

Mario Gomez
SAFETY MANAGER

PRECONSTRUCTION MANAGER
Robert Stockberger

CONSTRUCTION MANAGER
Ben Richards

STARTUP/ COMMISSIONING MANAGER
Nate Antonneau

PRECONSTRUCTION

CHIEF ESTIMATOR
Jeff Scott

ASST. CHIEF ESTIMATOR
Chris Roon

7 FULL-TIME ESTIMATORS,
Dedicated to Central Water Group

PROCUREMENT MGR.
Clayton Thompson

SCHEDULER
Quy Nguyen, QN Management Solutions

TECHNICAL ADVISORS
Josh Vigneault, Membrane
Nate Antonneau, Membrane & RO

VIRTUAL DESIGN & CONSTRUCTION (VDC)
Brent Bieske

CONSTRUCTION MANAGER
Ben Richards

PROJECT MANAGER
(Self-Perform Work Pkgs)
Regiis Jones

PROJECT SUPERINTENDENT
(Constructability Reviews)
Orlando Gonzalez

ELECTRICAL SUBJECT MATTER EXPERT
T. Morales Company

I&C SUBJECT MATTER EXPERT
CPUSA, Inc.

CONSTRUCTION

PROJECT SUPERINTENDENT
Orlando Gonzalez

ASST. PROJECT MANAGERS
TBD

AREA SUPERINTENDENTS
TBD

PROJECT ENGINEERS
TBD

CIVIL & YARD PIPE SUPERINTENDENT
STRUCTURAL SUPERINTENDENT
MECHANICAL SUPERINTENDENT

BID PACKAGE CONTRACTORS

ELECTRICAL SUBCONTRACTORS

MAJOR SUPPLIERS

Exhibit F – Lien and Bond Claim Release Waiver

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

RELEASE OF LIEN

Before me, the undersigned authority, on this day personally appeared _____ ("Affiant"), who, being first duly sworn, upon his/her oath states:

1. My name is _____ and I am an authorized officer and owner of _____.
2. This affidavit is made on behalf of _____
3. _____ acknowledges that they have received all sums currently due and owing as it pertains to the_____ project for the City of Georgetown _____. The retainage of $_____ is not due and payable until the subcontract is complete. _____has agreed to complete the work in the subcontract for $_____ which is not due and payable until that work is completed.
4. This affidavit constitutes a full and final release of the City from all sums that are currently due and owing

Signed this _____ day of _____, 20__

_____
Signature of Affiant

State of Texas

County of Williamson

This instrument was acknowledged before me on _____ (date) by _____, authorized officer, President and owner of _____, a Texas Corporation on behalf of said corporation.

_____

(Notary Seal)

EXHIBIT G–FORMS OF BONDS

This Exhibit G is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

The forms of Bonds specified in the Contract are set forth below in this Exhibit G.

FORM OF SECURITY BOND

Surety Bond No. _____ **§**

STATE OF TEXAS **§**

COUNTY OF WILLIAMSON **§**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Georgetown, Texas, as Obligee, and its successors and assigns, in the Penal Sum of _____ _____ and __/100 Dollars ($_____), for the Project defined herein below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, in connection with the Northlands Water Reclamation Facility construction project ("Project"), the Principal has entered into a Construction Manager at Risk (CMAR) Agreement ("Contract"), which is incorporated herein by reference as if fully set forth herein including all definitions, under the terms of which said Principal is obligated to provide certain CMAR Services for the compensation established in the Contract, and is required to enter into one or more Work Authorizations, establishing one or more Guaranteed Maximum Prices (GMPs) for the construction of the Project, the total of which shall result in a total GMP for the entirety of the Project; and

WHEREAS, Texas Government Code Section 2269.258 requires that the Principal, either, upon entering into the Contract, deliver to Obligee, not later than the tenth (10th) day after the date of Contract execution, performance and payment bonds in an amount equal to the Obligee's construction budget, as specified in the Request for Proposals, or furnish other financial security acceptable to Obligee to ensure that the Principal will furnish the required performance and payment bonds when a GMP for the Project is established; and

WHEREAS, the Obligee has agreed to accept other financial security ensuring that the Principal will furnish the required performance and payment bonds when a GMP is established in the form of this Security Bond (this "Security Bond"); and

WHEREAS, under the Contract, upon entering into a Work Authorization, Principal is obligated to deliver to the Obligee payment and performance bonds for each Work Authorization in the amount of the GMP for such Work Authorization, or to revise the previously provided payment performance bonds to reflect the cumulative value of all executed Work Authorizations.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall, as applicable, in accordance with the Contract:

(i) Perform the CMAR Services as required in the Contract and execute Work Authorization(s) upon Obligee's acceptance of any such Work Authorization(s), for construction of the Project; and

(ii) Upon Obligee's acceptance of any such Work Authorization(s), either

a. Deliver to the Obligee payment and performance bonds for such Work Authorization(s) with a penal sum in the amount of the GMP(s) for such Work Authorization(s); or

b. Revise previously provided payment and performance bonds to reflect the cumulative value of all executed Work Authorizations for a designated portion of the Work, such that payment and performance bonds for such portion of the Work always have a penal sum in the amount of the cumulative value of the applicable, total GMP for that portion of the Work until every Work Authorization has been executed for the Project, an overall GMP has been established for the entirety of Work, and Obligee is in receipt of payment and performance bonds having a penal sum in the cumulative value of the GMP for the entirety of the Work or a specified portion thereof; or

(iii) if the Principal fails to deliver to Obligee the foregoing executed Work Authorizations and payment and performance bonds in the time periods specified herein, Principal shall subsequently cure such failure within ten (10) days of Obligee's written notice of such default to the Principal and Surety, then, this obligation shall be null and void, otherwise to remain in full force and effect.

This Security Bond, with any penal sum adjustment as provided above, shall remain in effect until all Work Authorizations have been executed for the entirety of the Project, and payment and performance bonds have been delivered to the Obligee covering all Work for the Project, as required by the Contract, and all of the conditions stated herein have been fulfilled. Principal's failure to perform the conditions of this Security Bond in a timely manner shall entitle Obligee to immediate payment of the difference between the cost to complete the CMAR Services and the Work required to be performed under the Contract, including the costs Obligee legally incurs in accordance with applicable public procurement laws to reselect a CMAR, and including but not limited to the difference in the amount of Principal's CMAR Fee and Construction Support Costs and the new CMAR's Fee and Construction Support Costs, less the balance of amounts owed under the Contract, up to and not to exceed the then current penal sum of this Bond (as reduced by any adjustment) upon presentation of Obligee's written demand therefor.

[Signatures on Next Page]

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL) _____
Principal

ATTEST:

By: _____ By: _____
(Typed Name and Title) (Typed Name and Title)

(SEAL) _____
Surety

ATTEST:

By: _____ By: _____
(Typed Name and Title) (Typed Name and Title)

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____ _____
Street Address Email

_____ _____
City, State & Zip Code Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

FORM OF PERFORMANCE BOND

TEXAS STATUTORY PERFORMANCE BOND

Bond No. _____ §

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ , as principal (hereinafter, the Principal), and _____ _____, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter, the Surety), are held and firmly bound unto the City of Georgetown, Texas, as obligee (hereinafter, the Obligee), in the penal sum of _____Dollars ($_____.____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, 20___ for Construction Manager at Risk services and work to construct the Northlands Water Reclamation Facility, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract and shall, in all respects, duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract, agreed and covenanted by the Principal to be observed and performed, including but not limited to, the repair of any and all defects in said work occasioned by and resulting from defects in materials furnished by or workmanship of, the Principal in performing the work covered by said Contract and occurring within a period of twelve (12) months from the date of Final Completion and all other covenants and conditions, according to the true intent and meaning of said Contract and the Drawings and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the penal sum of this bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this bond.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its

obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
Principal	Surety
_____	_____
Printed Name	Printed Name
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____	_____
Street Address	Email
_____	_____
City, State & Zip Code	Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

FORM OF PAYMENT BOND

TEXAS STATUTORY PAYMENT BOND

Bond No. _____ §

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, as principal (hereinafter, the Principal), and _____ _____, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter, the Surety), are held and firmly bound unto the City of Georgetown, Texas, as obligee (hereinafter, the Obligee), in the penal sum of _____Dollars ($_____._____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, 20___ for Construction Manager at Risk services and work to construct the Northlands Water Reclamation Facility, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all payment bond beneficiary (as defined in Chapter 2253 of the Texas Government Code, as amended) claimants supplying labor and material to Principal or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the penal sum of this bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this bond.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
Principal	Surety
_____	_____
Printed Name	Printed Name
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____	_____
Street Address	Email
_____	_____
City, State & Zip Code	Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

Surety contact information where any notice of claim should be sent:

Name: _____

Mailing Address: _____
_____

Physical Address: _____
_____

Telephone Number: (____)_____

The address of the Surety company to which any notice of Claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number, 1-800-578-4677 or 1-800-252-3439, as may be updated by the Texas Department of Insurance.

Exhibit H

Foreseeable Bad Weather Days

A bad weather day is defined as:

- Greater than 0.25” of precipitation, as rain equivalent, between 7:00pm of the preceding day and 7:00pm of the impacted workday;
- Ambient air temperature equal to or less than 25deg F at 11:00am;
- Ambient air temperature equal to or greater than 108deg F at 3:00pm.

Foreseeable Bad Weather Days Per Month

Month	Foreseeable Weather Days
January	2
February	2
March	3
April	3
May	4
June	4
July	2
August	3
September	4
October	4
November	3
December	3

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Construction Manager at Risk Contract to Sundt Construction, Inc. - Three Forks Water Reclamation Facility

SUGGESTED ACTION:
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. of Tempe, AZ for pre-construction services in the amount of $2,268,426.00 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
In late 2024, the City issued a Request for Qualifications for design services for the future Three Forks WRF and selected CDM Smith. Over the past 18 months, CDM Smith has worked through Preliminary Engineering, project scoping, and is approaching 60% design. During the project's preliminary phases, the project delivery method was discussed extensively with staff and management. Given the complexity of the project, the size of the project budget, and the importance of schedule, the decision was made to consider the Construction Manager at Risk (CMAR) project delivery method.

CMAR is a collaborative project delivery process that differs from traditional low bid in several ways. First, a contractor is selected during design and is integral to the decision-making process in virtually all aspects of the project. The contractor is selected through a qualifications-based process. Price is included and considered in the evaluation but is only one factor in the selection process. A firm's experience, key staff resumes, approach to design and cost management, as well as safety and quality assurance programs are all considered. Beyond Preconstruction Services which is currently being considered, through subsequent future agreements, the CMAR will serve as the General Contractor through bidding and ultimately be responsible for the successful completion of construction.

The Three Forks WRF Request for Proposals process resulted in six (6) submittals. Ultimately, after a review, ranking, and interview process, Sundt was selected as the highest ranked proposer. Many firms were clearly capable of partnering with the City on this project, but Sundt's experience on multiple similar plants in the state, many with similar MBR technology, combined with their key personnel local presence and experience and attention to detail stood out. Additionally, Sundt has successfully completed four other similar utility facility projects with first time CMAR clients.
Please see attached presentation for additional details and project schedule.

Staff Recommendation:
Staff recommends award for Preconstruction Services for the Three Forks WRF to Sundt.

Board Recommendation:

This item was unanimously approved at the July 9, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds are available in the current FY26 Wastewater CIP Budget and has been included in both the current impact fees as well as monthly water rate calculations.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
CMAR_Presentation_-_Sundt_Northlands_and_Three_Forks.pdf
Three Forks CMAR Agreement with Exhibits.pdf

Construction Manager At Risk (CMAR)

Water Board
July 9, 2026

GEORGETOWN
TEXAS

Northlands WRF

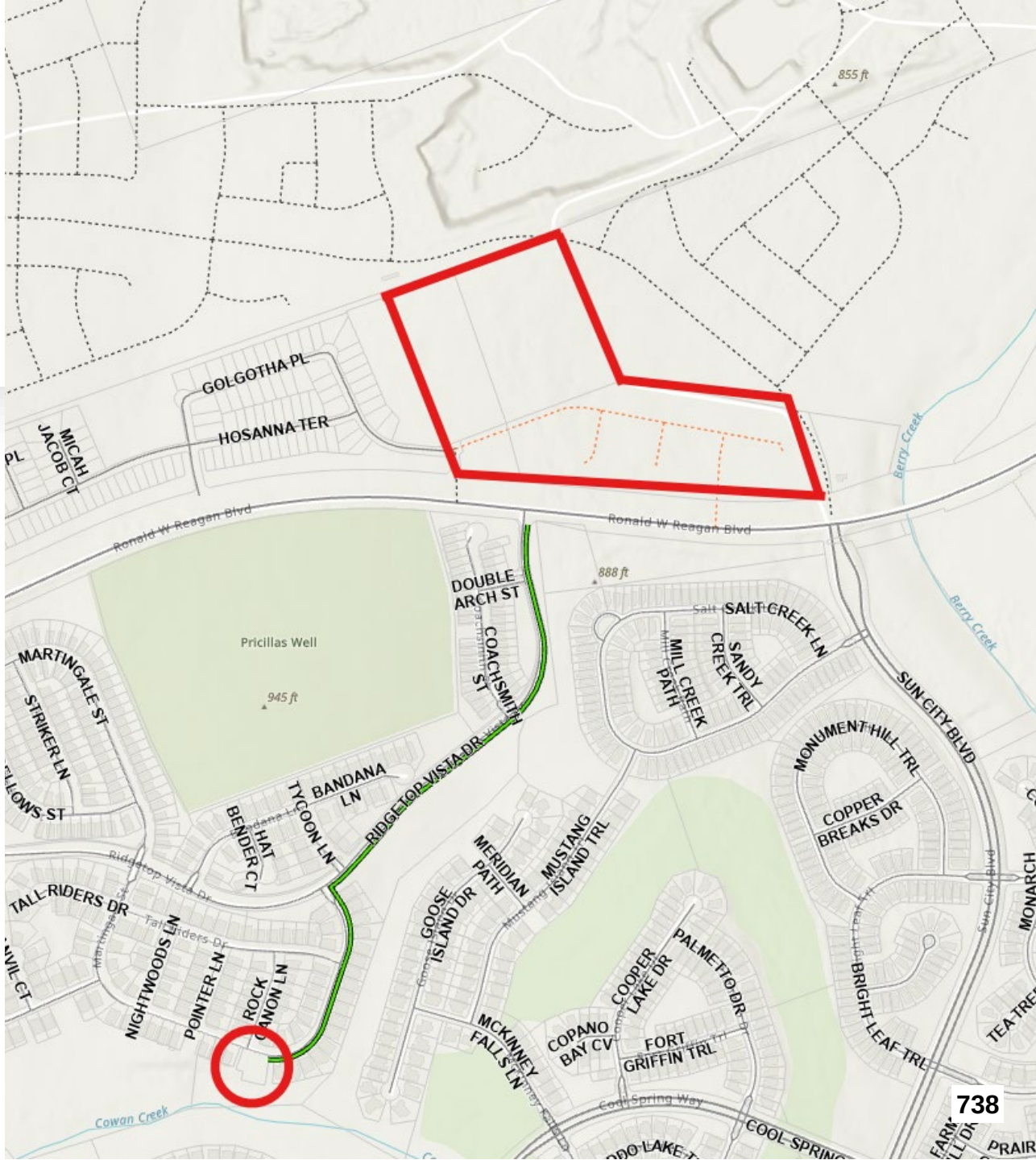
Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

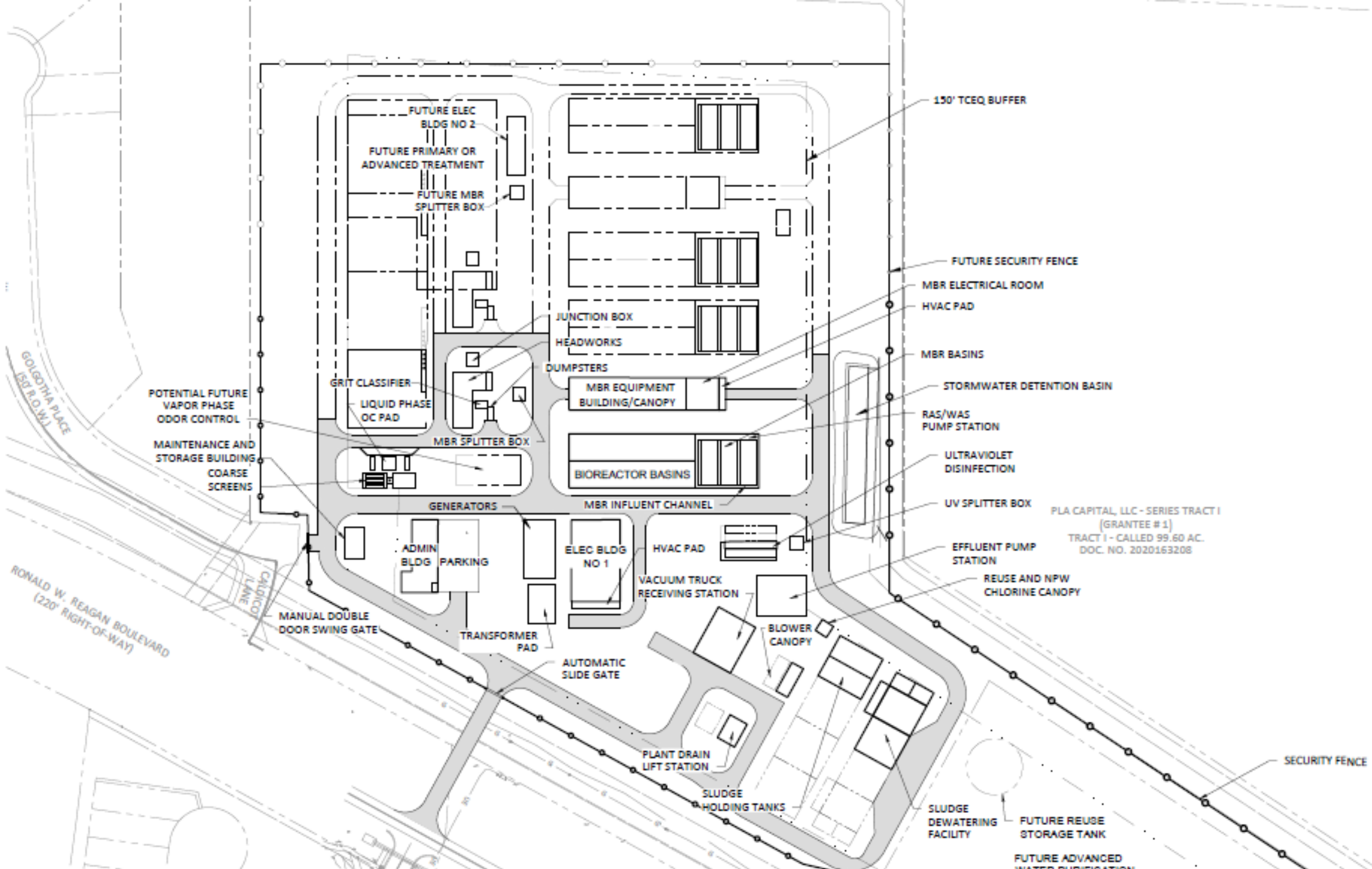
Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

Northlands

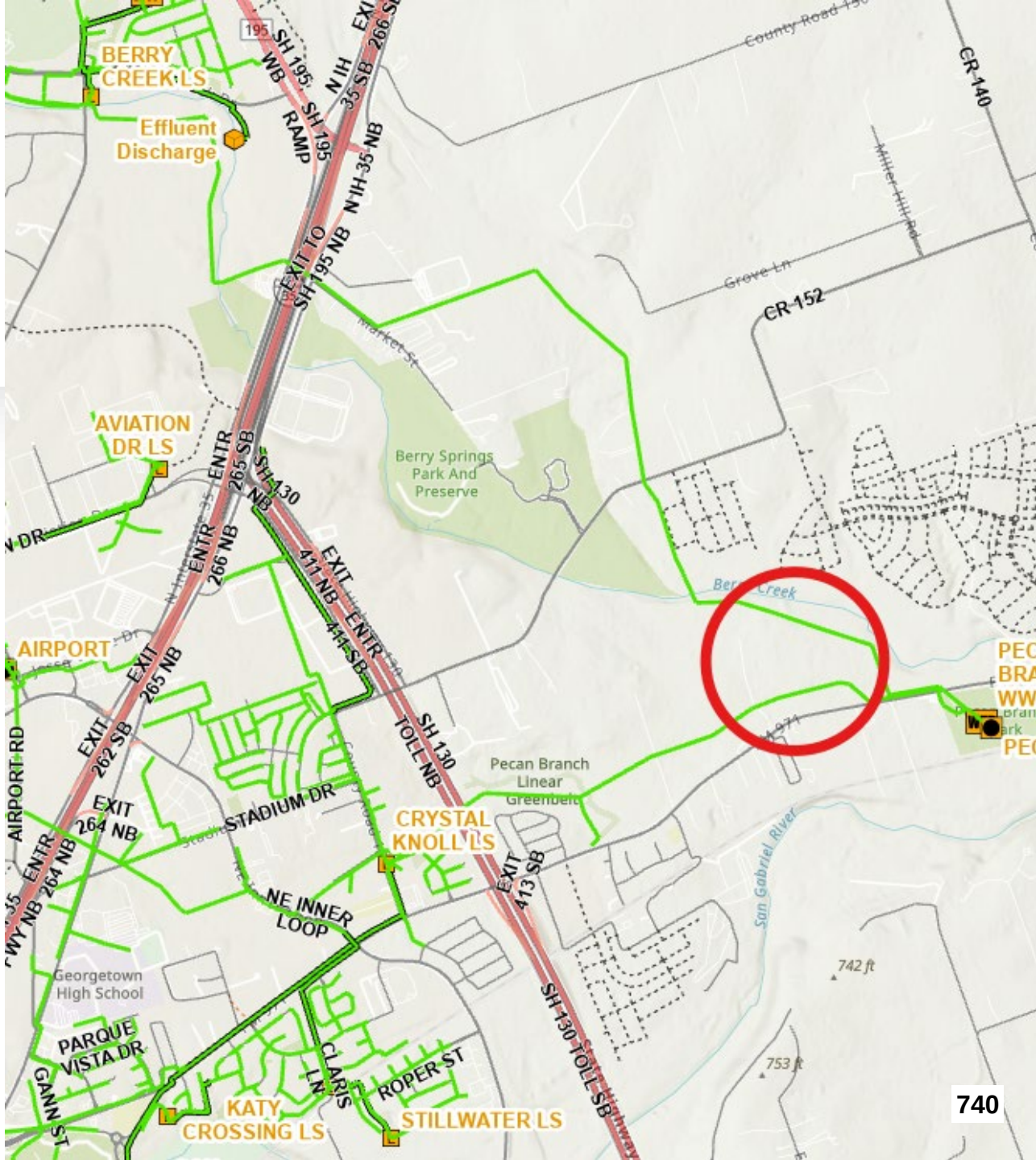
- 3MGD Membrane Batch Reactor (MBR) Facility
- NW Corner of Sun City Blvd and Ronald Reagan
- Interceptor Lift Station in Cowan Creek – 217 Martingale
- Discharge into Cowan Creek
- Potential future expansion to 6.5MGD
- Potential future discharge into Berry Creek (north of Yearwood)
- Will serve Sun City, Parmer Ranch, Heirloom, Rivina, Nolina, Yearwood, Rock Bluff Ranch, others..

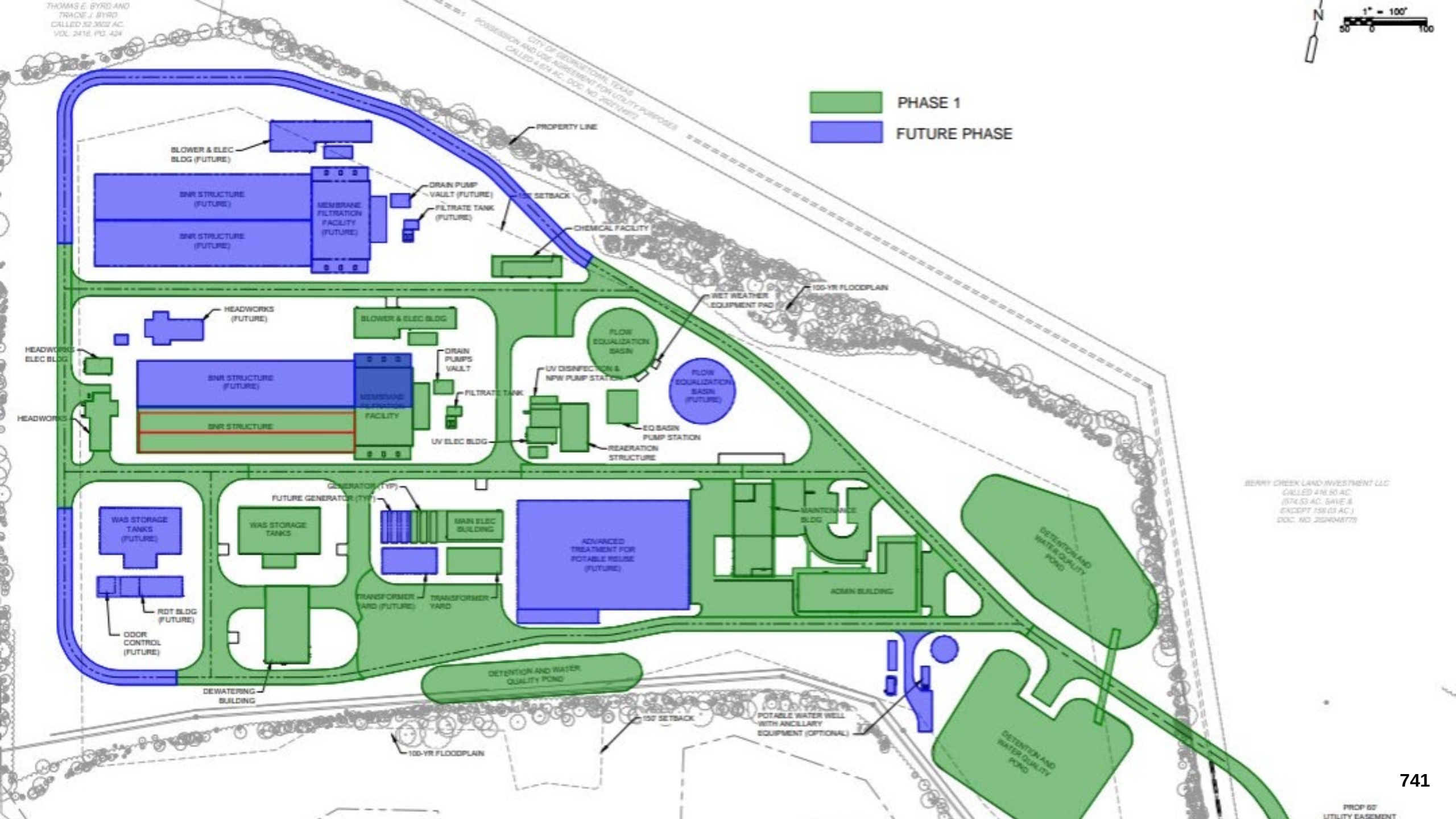



150' TCEQ BUFFER
FUTURE ELEC BLDG NO 2
FUTURE PRIMARY OR ADVANCED TREATMENT
FUTURE MBR SPLITTER BOX
FUTURE SECURITY FENCE
MBR ELECTRICAL ROOM
HVAC PAD
JUNCTION BOX
HEADWORKS
DUMPSTERS
MBR BASINS
STORMWATER DETENTION BASIN
GRIT CLASSIFIER
MBR EQUIPMENT BUILDING/CANOPY
LIQUID PHASE OC PAD
POTENTIAL FUTURE VAPOR PHASE ODOR CONTROL
RAS/WAS PUMP STATION
MBR SPLITTER BOX
MAINTENANCE AND STORAGE BUILDING
ULTRAVIOLET DISINFECTION
COARSE SCREENS
BIOREACTOR BASINS
GENERATORS
MBR INFLUENT CHANNEL
UV SPLITTER BOX
PLA CAPITAL, LLC - SERIES TRACT I
(GRANTEE # 1)
TRACT I - CALLED 99.60 AC.
DOC. NO. 2020163208
ADMIN BLDG
PARKING
ELEC BLDG NO 1
HVAC PAD
EFFLUENT PUMP STATION
VACUUM TRUCK RECEIVING STATION
REUSE AND NPW CHLORINE CANOPY
GOLGOTHA PLACE (50' R.O.W.)
RONALD W. REAGAN BOULEVARD (220' RIGHT-OF-WAY)
CALICO LANE
MANUAL DOUBLE DOOR SWING GATE
TRANSFORMER PAD
BLOWER CANOPY
AUTOMATIC SLIDE GATE
PLANT DRAIN LIFT STATION
SLUDGE HOLDING TANKS
SLUDGE DEWATERING FACILITY
FUTURE REUSE STORAGE TANK
SECURITY FENCE
FUTURE ADVANCED

Three Forks

- 6MGD Membrane Batch Reactor (MBR) Facility
- FM971, approximately 1.5 miles east of SH130
- Directly across FM 971 from existing Pecan Branch facility
- Discharge into San Gabriel River
- Permitted up to 21MGD (+3MGD Pecan branch)
- Built out up to 24MGD




PHASE 1
FUTURE PHASE
N
1" = 100'
50 0 100
THOMAS E. BYRD AND TRACIE J. BYRD CALLED 32.3602 AC. VOL. 2418, PG. 424
CITY OF GEORGETOWN, TEXAS POSSESSION AND USE AGREEMENT FOR UTILITY PURPOSES CALLED 4.574 AC. DOC. NO. 2022114873
PROPERTY LINE
BLOWER & ELEC BLDG (FUTURE)
BNR STRUCTURE (FUTURE)
BNR STRUCTURE (FUTURE)
MEMBRANE FILTRATION FACILITY (FUTURE)
DRAIN PUMP VAULT (FUTURE)
FILTRATE TANK (FUTURE)
150' SETBACK
CHEMICAL FACILITY
100-YR FLOODPLAIN
WET WEATHER EQUIPMENT PAD
HEADWORKS (FUTURE)
BLOWER & ELEC BLDG
HEADWORKS ELEC BLDG
HEADWORKS
BNR STRUCTURE (FUTURE)
BNR STRUCTURE
MEMBRANE FILTRATION FACILITY
DRAIN PUMPS VAULT
FILTRATE TANK
UV ELEC BLDG
UV DISINFECTION & NPW PUMP STATION
FLOW EQUALIZATION BASIN
FLOW EQUALIZATION BASIN (FUTURE)
EQ BASIN PUMP STATION
REAERATION STRUCTURE
BERRY CREEK LAND INVESTMENT LLC CALLED 416.80 AC. (574.53 AC. SAVE & EXCEPT 158.03 AC.) DOC. NO. 2020046775
GENERATOR (TYP)
FUTURE GENERATOR (TYP)
WAS STORAGE TANKS (FUTURE)
WAS STORAGE TANKS
MAIN ELEC BUILDING
ADVANCED TREATMENT FOR POTABLE REUSE (FUTURE)
MAINTENANCE BLDG
ADMIN BUILDING
DETENTION AND WATER QUALITY POND
TRANSFORMER YARD (FUTURE)
TRANSFORMER YARD
RDT BLDG (FUTURE)
ODOR CONTROL (FUTURE)
DEWATERING BUILDING
DETENTION AND WATER QUALITY POND
150' SETBACK
POTABLE WATER WELL WITH ANCILLARY EQUIPMENT (OPTIONAL)
100-YR FLOODPLAIN
DETENTION AND WATER QUALITY POND
PROP 60' UTILITY EASEMENT

What is CMAR?

City hires a Construction Manager (CM) during design, before construction to provide:

- Material, Equipment Selection Support
- Cost Estimating
- Constructability Reviews
- Scheduling
- Value Engineering
- Risk Management

Later serves as the General Contractor (GC) once a Guaranteed Maximum Price (GMP) is established

Why CMAR?

- Improved budget control
- Better cost estimating through design
- Full cost transparency
- Reduced change orders
- Constructability incorporated into design
- Value engineering opportunities
- Early risk identification/mitigation/allocation
- Faster project delivery
- Far Greater Contractor Interest vs Straight Bid

CMAR Process

- City hires design firm (Request for Qualifications – 2025)
- Design begins (30-60%)
- CMAR Request for Proposals/Interviews/Award
- CMAR Provides Preconstruction Services
- Design continues
- CMAR Provides Guaranteed Maximum Price(s) (GMP)
- City Accepts GMP and Contracts for Work
- CMAR Completes Construction

CMAR Process

- Authorized by Texas Government Code Ch. 2269
- Qualifications based process – best value, not lowest bid
- Request for Proposals Process in March/April
  - Firm Experience (20)
  - Costing Methodology/Project Approach (35)
  - Key Personnel (25)
  - Safety Record/QA-QC (10)
  - Cost (10)
  - Interview (25)

CMAR RFP Results

Archer Western - Northlands

Arco Murray

MWH Constructors

Sundt – Three Forks

Thalle

Webber

Garney*

Wharton Smith*

* Northlands Only

CMAR Fees - Preconstruction

Northlands - $1,209,500.00 (Archer Western)

Three Forks - $2,268,426.00 (Sundt)

- Project Management
- Design Review
- Cost Models, GMP(s) Development
- Value Engineering
- Scheduling
- Construction-Quality-Risk-Safety-Site Management
- Regulatory/Permits
- Procurement Strategy
- Startup/Commissioning Program

Northlands WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

Project Schedules

- Late 2024 - Engineering Request for Qualifications
- Early 2025 – Preliminary Design Task Orders
  - Freese & Nichols – Northlands
  - CDM Smith – Three Forks
- Late 2025 – Full Design Task Orders
- Spring 2026 – CMAR Request for Proposals, Review, Interviews
- Now – CMAR Preconstruction Contract
- Late 2026 – Early Out Packages – GMP #1, CMAR GC and Mgmt Fees
- 2027 – Full Construction Packages – GMP #2
- 2030 – Project Delivery

Northlands WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Walsh Construction Company II, LLC, dba Archer Western of Irving, TX in the amount of $1,209,500.00.

Three Forks WRF

Consideration and possible action to recommendation to City Council to award a contract for Construction Manager at Risk (CMAR) Preconstruction Services to Sundt Construction, Inc. of Tempe, AZ in the amount of $2,268,426.00.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK FOR THREE FORKS WATER RECLAMATION FACILITY

GEORGETOWN
TEXAS
more than welcome

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

Page

Article 1 — The Project 1

Article 2 —Engineer; Owner's Project Team; CMAR Personnel; Relationship of Parties 1

Article 3 — CMAR Services 2

Article 4 — Compensation for Performance and Completion of the Work 5

Article 5 — Construction Support Costs 5

Article 6 — Cost of the Work 8

Article 7 — Construction Manager at Risk Fee 13

Article 8 — CMAR Contingency 13

Article 9 — Work Authorizations 14

Article 10 — Procurement of Subcontractors; CMAR Self-Performance of Authorized Work 15

Article 11 — Guaranteed Maximum Price 16

Article 12 — RESERVED 20

Article 13 — Payment Procedures 20

Article 14 — Documentation and Audit 22

Article 15 — Contract Times 22

Article 16 — Contract Documents 24

Article 17 — Representations, Certifications, and Stipulations 25

Exhibit A–Scope of CMAR Services A-1

Article 1 — Basic Preconstruction Services A-1

Article 2 — Additional Preconstruction Services A-10

Article 3 — Basic Procurement Services A-10

Article 4 — Additional Procurement Services A-12

Article 5 — Special Services A-12

Exhibit B–Basis for Compensation B-1

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is entered into and effective this __ day of _____, 2026, by and between **City of Georgetown, Texas** ("Owner") and **Sundt Construction, Inc.** ("Construction Manager at Risk" or "CMAR").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1 — THE PROJECT

1.01 The Project , of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

Three Forks Water Reclamation Facility Project
[Project Number]

1.02 CMAR acknowledges this Contract was awarded at or around the same time, and will be performed generally concurrently with, the contract for the project for Owner's Northlands water reclamation facility project [#NUMBER]. If CMAR is awarded such project or becomes the construction manager for such project, CMAR is prohibited from using the same project team and/or Key Personnel on both projects, which is a material breach of this Contract, provided that Owner may provide written consent in its sole discretion for approval of an individual to provide discrete or other tasks on both projects as Owner may determine. This paragraph does not prohibit CMAR from using the same Subcontractors on both projects nor from CMAR performing subcontracting services on the other project.

ARTICLE 2 — ENGINEER; OWNER'S PROJECT TEAM; CMAR PERSONNEL; RELATIONSHIP OF PARTIES

2.01 Intentionally deleted.

2.02 The Owner has retained **[ENGINEER]** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, assume those duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner as specified in the Contract Documents, and to have the rights and authority assigned to Engineer in the CMAR Contract.

2.03 The key members of the CMAR's staff for the Services and the Work shall be persons agreed upon with Owner and identified in Exhibit E ("Key Personnel"). CMAR Key Personnel shall be reasonably satisfactory to the Owner. CMAR Key Personnel shall not be changed without the written consent of the Owner (not to be unreasonably withheld, delayed or conditioned), unless the person becomes unable to perform any such duties due to death, disability or termination of employment with CMAR. Owner may reject any proposed individual or subcontractor in its sole discretion. CMAR shall furnish only skilled, properly trained, and appropriately licensed staff to perform the

Work. Owner shall have the right to require CMAR to dismiss from the Project any employee of CMAR whose performance is not reasonably satisfactory to Owner.

2.04 CMAR agrees to work closely with the Owner and the Engineer and accepts the relationship of trust and confidence established with Owner by this Agreement, including as set forth in Paragraph 3.08. Except as expressly authorized by this Agreement, CMAR has no right or authority of any kind to act as the representative of or on behalf of the Owner. CMAR is an independent contractor and not an agent of Owner.

ARTICLE 3 — CMAR SERVICES

3.01 Scope of CMAR Services

A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.

B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services if Owner authorizes CMAR in writing to do so. Owner will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.

C. The hourly billing rates provided for Basic Services and Additional Preconstruction Services and Additional Procurement Services proposed in CMAR's Proposal are binding on CMAR and Owner, and are reflected in Exhibit A-1, CMAR Services Hourly Billing Rates. Such rates shall only be modified by mutual agreement

3.03 Authorization to Provide CMAR Services

A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.

B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner, and a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner in writing before services begin.

3.04 Compensation for Basic CMAR Services

A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Preconstruction Services shown in Exhibit B Table 2.

B. The compensation amount for Basic Procurement Services will be determined in a Contract Amendment for Procurement Services based on the Billing Rates shown in Exhibit B—Table 2, Compensation for CMAR Services. The scope and compensation for these services will be based on the Procurement Strategy Plan developed in accordance with Exhibit A—Scope of Work for CMAR Services, Paragraph 1.13.

3.05 Compensation for Additional CMAR Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 2, Compensation for CMAR Services.

3.06 Compensation for Special Services

A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Services to Owner on a monthly basis in a format and in accordance with the procedures designated by Owner.

2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. As a condition prior to any payments under 3.07.B below being due, CMAR will provide (i) documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices, and (ii) only to the extent an invoice includes a CMAR Service that would entitle CMAR or any Person to a lien or bond claim, the documentation, statements, and information in Paragraph 15.02.B.1.a to 15.02.B.1.e of the General Conditions and required to accompany Applications for Payment for progress payments for Cost of Work completed, provided that for any invoice CMAR submits for CMAR Services without the documentation specified in (ii) CMAR represents and warrants to Owner that none of CMAR and any other Person are entitled to a lien or bond claim for any such CMAR Services.

B. Payments

1. For CMAR Services that are compensated on a Lump Sum (stipulated price) basis:

a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants that are part of CMAR Services, if any. Appropriate

amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.

b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.

c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

2. For CMAR Services that are compensated using Hourly Billing Rate basis:

a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.

b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.

c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:

1) Transportation and subsistence;

2) Technology charges and data charges associated with the use of computers and tablets;

3) Printing and reproduction of documents;

4) Health and safety related equipment and training; and

5) Special equipment used for CMAR Services.

3. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Services in compliance with Chapter 2251 of the Texas Government Code.

2. Owner will comply with Section 2251.042 of the Texas Government Code with regard to disputed payments.

D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and shall not be included in the GMP. Retainage will be withheld from payments of CMAR Services only to the extent required under any Law or Regulation, including, without limitation, the Texas Property Code and Texas Government Code, or to the extent CMAR or any of its Subconsultants, Subcontractors, or Suppliers may be entitled to a lien or bond claim under any applicable Law or Regulation. For any invoice for CMAR Services that CMAR submits without the documentation set forth in Paragraph 3.07.A.3(ii) above, CMAR makes the same representation to Owner to induce Owner not to withhold any retainage. Additionally, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4 — COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 2-4;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.

4.02 This Agreement establishes a CMAR Contingency allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5 — CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are subject to audit under Article 14, are not compensable as Cost of the Work, and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support, in each case located at the Site;

2. Management of Subcontractors and Suppliers;

3. Management of delegated professional design services by CMAR's subcontractors, if any;

4. Costs associated with safety programs, including safety managers and safety representatives;

5. Quality management not specifically designated to be covered in a Work Authorization;

6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;

7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;

8. Compliance with Laws and Regulations;

9. Taxes, other than those specifically designated to be covered in a Work Authorization, provided that, notwithstanding the foregoing, because Owner is a municipality in the State of Texas, materials and services utilized in the construction of the Project may be exempted from state and local taxes and CMAR is responsible for taking full advantage

of all tax exemptions applicable to the Project, which are not reimbursable Construction Support Costs and will be deducted from any Applications for Payment to the extent paid.

10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,
    c. Submittals, record data, and other documentation,
    d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
    e. Changes to the CMAR Contract per Article 11 of the General Conditions,
    f. Applications for Payment per Article 15 of the General Conditions,
    g. Maintenance of Record Documents, and
    h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
13. Costs associated with CMAR temporary facilities, including utilities, and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing office supplies, small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than $500 **[or insert other threshold price]**;
15. Costs for Site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of Site and adjacent property, cleaning during construction and final cleaning;
16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, (including but not limited to Functional Demonstration Tests and Site Acceptance Tests) at the Project Site, if any;
17. Costs associated with substantial completion, partial utilization, and final completion; and
18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

C. CMAR represents that all administrative and supervisory personnel costs, direct overhead, and other onsite costs and expenses that are expected to be incurred by the CMAR in the performance of its administrative, supervisory, and management responsibilities under the

Contract are described or itemized in Exhibit B attached hereto and incorporated herein for all purposes.

5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 3–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 4–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 4–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 2, 3, and 4 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are the costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6 — COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work or a Work Package, as applicable, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or

2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—If approved in advance by Owner in writing, payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner. Payroll costs do not include bonuses, profit sharing, incentive compensation, and any other discretionary payment.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the Site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections (including Factory Witness Tests, Functional Demonstration Tests and Site Acceptance Tests), installation checks, start-up assistance, and training, if any. Cash discounts obtained on payments made by the CMAR shall accrue to the Owner if (1) before making the payment, the CMAR included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2)

the Owner has deposited funds with the CMAR with which to make payments; otherwise, cash discounts will accrue to the CMAR. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained. Amounts that accrue to the Owner in accordance with the provisions of this paragraph shall be credited to the Owner as a deduction from the Cost of the Work.

C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner as part of each Work Authorization.

   a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

   b. Costs for equipment and machinery cannot exceed the rates shown in the "Rental Rates and Specifications" published by the Associated Equipment Distributors (AED), but no higher than 75% of the prevailing competitive rates for rental of similar equipment in the Project vicinity. An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

   c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

   d. Intentionally deleted.

e. Equipment used for Site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

f. CMAR shall use commercially reasonable efforts to return rented equipment to rental company when the equipment is not being used.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services or consultants performing services related to defective or nonconforming Work.

3. Except for taxes excluded under Paragraph 6.03 below, sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.

4. Deposits lost for causes other than the negligence or failure to perform of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. If approved in writing before enrollment, cost for any Subcontractor bonds recommended by CMAR to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work, provided that bonds shall not be deemed required for Subcontractors enrolled in a subcontractor default insurance program described in Paragraph 6.02.F.9 below.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability,

and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

9. If CMAR elects to utilize a subcontractor default insurance program (sometimes referred to as SUBGUARD) and Owner approves in writing, the maximum amount to be considered reimbursable costs under this contract will be 0.7% of the total amount of subcontracts actually enrolled in such an insurance program. Enrollment in any such program will be limited to subcontracts in excess of $100,000. Any CMAR costs incurred in connection with the CMAR's elected subcontractor default insurance program that exceeds the amount reimbursed by the Owner under the formula in this paragraph will be considered to be covered by the CMAR Fee.

10. If CMAR utilizes a Contractor Controlled Insurance Program (CCIP) the maximum amount to be considered reimbursable costs under this contract will be 0.7% of the total amount premium costs associated with such CCIP.

G. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 6 or elsewhere in the Contract Documents, there shall be no duplication of costs.

6.03 Specific Exclusions from Cost of the Work

A. The Cost of the Work expressly excludes the items in this Paragraph 6.03. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.

3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

4. Costs due to the negligence or fault or failure to perform a contractual obligation of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.02.

8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

9. Owner is a municipality and materials and services utilized in the construction of the Project may be exempted from state and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. CMAR is responsible for taking full advantage of all tax exemptions applicable to the Project and such taxes are not reimbursable Costs of the Work. Owner will deduct from the Applications for Payment any taxes paid for materials or services that were entitled to tax exemption.

10. Any costs for self-insurance or insurance through a captive insurer owned or controlled by CMAR.

11. The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against CMAR resulting from such suits or claims, and payments of settlements made with the Owner's consent, if CMAR could have anticipated in the exercise of reasonable investigation that the required design, process or product was an infringement of a copyright or a patent, and failed to promptly furnish such information to the Engineer. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate CMAR's Fee or subject to the Guaranteed Maximum Price.

12. Costs and expenses arising from CMAR's indemnity obligations, including but not limited to, CMAR's costs and expenses in removing or defending against a mechanic's lien claim asserted against the Owner and/or its property, unless such mechanic's lien arises from Owner's wrongful failure to make timely payments for properly performed Work or Services or unless such lien arises from dispute for which CMAR is defending Owner's position.

13. Costs, including co-payments, not reimbursed by insurance, including but not limited to deductibles incurred by CMAR for losses covered under any insurance policy obtained for the Project. Deductible costs actually incurred for an All-Builders' Risk claim may be a Cost of the Work but shall not increase the GMP.

14. Penalties for the failure of the CMAR or a Subcontractor or another party for whom CMAR is responsible under the Contract to comply with applicable Laws and Regulations, unless the penalties are the result of the CMAR's compliance with the Contract Documents.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

6.05 Savings

A. If upon completion of the Project or any Work Package, the actual Cost of the Work plus the CMAR's Fee is less than the GMP for the Project or such Work Package, as applicable, as set forth herein and as adjusted by Change Orders, the Savings (defined below) will belong to Owner. "Savings" means, with respect to the Project or a Work Package, as applicable, the GMP as adjusted by Change Orders, less (i) the Cost of the Work, (ii) the CMAR's Fee, and (iii)

used CMAR's Contingency. If this Agreement is terminated for any reason prior to Substantial Completion of the Work, all Savings shall be kept by the Owner.

6.06 Changes

A. Owner in its sole discretion may, pursuant to the procedures set forth in this Agreement and the General Conditions, authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. CMAR will use commercially reasonable efforts to implement and perform such modifications without impacting the established schedule for performing and completing any Work. If it is not possible to avoid such an impact, CMAR will promptly notify Owner of the anticipated impact and obtain Owner's consent prior to implementing the applicable modification. Owner, in its sole discretion, may forego or delay such modifications or temporarily adjust the Work to be performed by CMAR, or the schedules associated therewith, to permit CMAR's implementation and performance of such modifications.

ARTICLE 7 — CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit B Table 1. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

ARTICLE 8 — CMAR CONTINGENCY

8.01 CMAR Contingency

A. A separate CMAR Contingency may be established as part of the GMP for each Work Package, and if there are no Work Packages, as part of the GMP for the Project. The nature and amounts of CMAR Contingency will be shown in Exhibit B Table 1 as a separate line item for the Project or each Work Package, as appliable, and the CMAR Contingency funds are for CMAR's use to reimburse CMAR for costs considered reimbursable as Cost of the Work performed due to unforeseen causes, or events which cannot specifically be anticipated at the time Work Authorizations are issued as developed during preconstruction services and agreed to by Owner in writing.

B. CMAR Contingency funds will be included as a separate line item in the Schedule of Values. CMAR will provide a monthly written statement summarizing the CMAR Contingency activity, including buyout savings, and any balance adjustment from the previous period. The CMAR Contingency funds may be used by CMAR upon written authorization of Owner for costs sustained by either CMAR itself or a Subcontractor, for the allowable categories set forth in the Risk Register to be developed by CMAR during Preconstruction Services and agreed to in writing my Owner. The CMAR Contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract or for correcting mistakes or errors in the Work by CMAR or its Subcontractors except as agreed in writing by Owner prior to issuance of a Work Package or as part of the accepted GMP.

C. The money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers, shall be returned to Owner as Savings.

D. The CMAR Contingency will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

E. The CMAR Contingency will not be used to recover the cost of items that are compensable as a Cost of the Work.

F. The CMAR Fee does not apply to expenditures from the CMAR Contingency. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency expenditure.

G. Any buyout savings shall be transferred to the CMAR Contingency. The term "buyout savings" refers to the amount by which the actual Cost of the Work as established by a subcontract or purchase order in such form as, and based upon Bids that have been approved by Owner, is less than the amounts shown for such portions of the Work in the Guaranteed Maximum Price. As subcontracts and all other agreements related to a particular Work Authorization are executed, the CMAR shall submit to Owner a log, updated to show the amounts of buyout savings for transfer to the CMAR Contingency

H. The designated CMAR Contingency is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency.

I. CMAR will submit applications for reimbursement from the CMAR Contingency to Owner for written approval, in a format acceptable to Owner, together with appropriate documentation. Payments from the CMAR Contingency will be recorded in the Application for Payment.

ARTICLE 9 — WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by CMAR in consultation with Engineer, and approved by Owner, describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CMAR must be authorized by the execution of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. Owner will issue each Work Authorization using the Work Authorization form provided by the Owner.

D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work, including the Cost of the Work, applicable CMAR Fee, applicable Construction Support Costs, and any CMAR Contingency for such Work. Such compensation shall be considered a binding GMP under Article 11.

E. CMAR is not entitled to compensation for providing Work that Owner has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction for a portion of the Work, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for the following to the

extent such expenses are specific to that portion of the Work (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10 — PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CMAR will, in accordance with applicable Laws and Regulations, publicly advertise and solicit competitive unit price and/or lump sum bids/proposals ("Bids"), as determined in consultation with Owner, from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor Work that may be included in General Conditions. CMAR shall establish the criteria for determining the Bid that provides the best value to the Owner, which shall be subject to Owner's approval, and included in the requests for Bids. The CMAR shall notify the Owner in advance in writing of the date it will receive the Bids.

B. Subject to the requirements in Texas Government Code Chapter 2269, Subchapter F, CMAR may submit a Bid to self-perform up to 60% of the Work of each Work Package (or the Project as a whole if there are no Work Packages) based on a monetary basis, so long as doing so will not limit bidding by competing bidders (prospective Subcontractors), provided that CMAR may request to exceed such limitation upon a showing, as determined in Owner's sole discretion, that (i) despite CMAR's best efforts CMAR could not obtain sufficient qualified competitive Bids from other trade contractors, or (ii) it would provide the best value to Owner or be in Owner's best interest to permit CMAR to self-perform such Work. If CMAR desires to self-perform any Work, CMAR shall submit its Bid for those portions of the Work in the same manner as all other trade contractors or Subcontractors, provided that CMAR shall not have access to, or review, Bids from all other trade contractors or Subcontractors pertaining to such Work prior to the opening of such Bids with the Owner as required by Paragraph 10.01.C below, and further provided that CMAR's Bid shall not duplicate any of CMAR's Construction Support Costs or other costs. For any Work CMAR desires to self-perform CMAR must comply with this paragraph and receive Owner's approval in accordance with this Paragraph 10.01 prior to such Work and the cost therefore being included in a GMP Proposal.

C. All Bids are to be opened in the presence of the Owner. If CMAR has submitted a Bid to self-perform Work as provided by Paragraph 10.01.B above, the Owner will determine whether CMAR's Bid provides the best value for the Owner and will award the subcontract for such Work to the bidder Owner determines provides the best value to Owner, which may be CMAR or a different bidder. For Work that CMAR has not submitted a Bid, CMAR will recommend to the Owner the Bid from the responsible bidder submitting the responsive bid that provides the best value to the Owner for that portion of the Work for which Bids are received.

D. In accordance with the requirements of Texas Government Code Chapter 2269, Subchapter F:

1. For any Bids CMAR reviews, CMAR shall review all such Bids in a manner that does not disclose the contents of any Bid to a party not employed by either a member of the OPT or CMAR.
2. If CMAR reviews, evaluates, and recommends to the Owner a Bid, but Owner requires another Bid be accepted, Owner shall compensate the CMAR by a change in the Contract Price or Contract Time(s) for any additional cost and risk that the CMAR incurs because of the Owner's requirement that such other Bid be accepted. This paragraph does not apply to Bids Owner has accepted accordance with Paragraph 10.01.C above for Work for which CMAR has submitted a Bid to self-perform (regardless of whether Owner accepted the Bid of CMAR or another bidder).

E. All subcontracts must be on a lump sum or unit price basis unless other payment terms are approved in writing and in advance by the Owner. Upon Owner's approval in the final terms of the subcontract, CMAR shall enter into a written subcontract for the subcontract work and promptly provide a copy to the Owner. All Bids shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.

F. If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph 10.01 or defaults in the performance of its Work, the CMAR may, with written approval of the Owner and without further advertising, select a replacement trade contractor or subcontractor to do so.

G. CMAR shall include in each Subcontract a provision permitting Contractor to assign to Owner each subcontract upon termination of this Agreement pursuant to Paragraph 16.02 of the General Conditions. Upon such termination, CMAR agrees, upon Owner's written request, to execute an assignment of any or all subcontracts to Owner. Each subcontract shall contain provisions stating that: (1) upon assignment of each subcontract to Owner, Subcontractor shall assume toward the Owner all of the obligations and responsibilities which the CMAR by the Contract Documents, assumes toward the Owner; (2) Owner's liability to Subcontractor for any costs incurred by Subcontractor prior to the assignment shall be limited to amounts that would have been properly owed by Owner to CMAR and by CMAR to the Subcontractor for Work performed by that Subcontractor prior to the termination and for which Owner has not yet issued payment to CMAR unless otherwise agreed to in writing by Owner following the assignment.

H. Value engineering or cost saving alternative proposals contained in any CMAR or Subcontractor bids must be set forth as alternates to bid required by Drawings or Specifications. CMAR shall consult with Owner and Engineer before awarding any alternates to any Subcontractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance. "Value engineering" has its commonly accepted meaning within the construction industry and does not imply the practice of architecture or engineering with or without a license.

ARTICLE 11 — GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the Work Package(s) or the Project, as applicable, the sum of the amounts for Paragraphs 11.01.A through D that follow will be the

binding GMP for the Work or a specified portion thereof, established by the process stated in Paragraphs 11.02 and 11.03 for such Work Package(s) or the Project, as applicable.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CMAR Fee (Article 7); and

D. CMAR's Contingency Amount (Article 8).

11.02 The Estimated GMP indicated in Exhibit B Table 1, Item 44—Estimated Guaranteed Maximum Price is a preliminary figure for the entire Project as of the Effective Date of the Contract. CMAR will revise the Estimated GMP as the design is continued and completed.

11.03 A binding GMP for each Work Package will be established following these procedures:

A. When a Work Package(s) reaches a level of design development that the Owner in consultation with CMAR determines is sufficient to establish a binding GMP for such Work Package(s), CMAR will propose a GMP Proposal for such Work Package(s) for Owner's approval, provided that, Owner in its sole discretion may determine the necessary level of design development sufficient to establish such binding GMP. Upon acceptance of a GMP Proposal, a binding GMP is established for that portion of the Work, which shall include Construction Support Costs, the Cost of the Work, the CMAR Fee, and any CMAR Contingency associated with that portion of the Work. Additional GMP Proposals shall be proposed by CMAR as Work Packages are prepared, and as GMP Proposals are accepted, the overall binding GMP for the Project shall increase, provided that Owner is entitled to Savings from each Work Package as provided in Paragraph 6.05. Upon execution of the final GMP Proposal for the Project, the cumulative total of the GMPs for all GMP Proposals executed for the Project shall be the overall binding GMP for the Project, provided that Owner is entitled to Savings from each Work Package as provided in Paragraph 6.05.

1. Owner and CMAR may agree to binding GMPs for defined portions of Work for the Project, comprised of multiple Work Packages and not encompassing the entirety of the Project, if desired. Such arrangements shall be specified in the form of Work Authorizations or other modifications to the Contract.

11.04 In preparing and proposing a GMP Proposal, CMAR represents that:

A. CMAR has included in such GMP Proposal all Work required by and described in the applicable Work Package(s), including Work pending the continued development and completion of the Drawings and Specifications; and

B. Such GMP Proposal excludes only Work that CMAR, could not have reasonably anticipated as a result of changes to the scope of the applicable Work Package(s), including any changes to systems, kinds and qualities of materials, finishes or equipment, after the date of the GMP Proposal.

11.05 CMAR shall not withdraw its GMP Proposal for the Project or the applicable Work Package(s) for sixty (60) days following respective submission to the Owner, subject to changes in the GMP Proposal for the Project based on the development of a new Work Package during such time period that Owner requests is include in such GMP Proposal. If Owner accepts such GMP Proposal, Owner and CMAR shall execute a Work Authorization for such GMP Proposal, which shall become

part of the Contract as a Contract Amendment, and CMAR shall perform the Work covered by such Work Authorization in accordance with its terms and the terms hereof.

11.06 CMAR shall prepare and submit each GMP Proposal in accordance with the guidelines and delivered in the format specified by Owner. GMP Proposals and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

11.07 Each GMP Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the construction documents except for material changes in scope and shall include the CMAR Contingency.

11.08 Price Escalation—CMAR shall not be entitled to recover an increase in a GMP as a result of price escalations in the marketplace or price increases due to labor or materials shortages or tariffs or to recover such increases in excess of a GMP.

11.09 Owner's Construction Budget

A. Owner will provide to CMAR Owner's construction budget (Budget) and CMAR shall develop its procurement, phasing, and sequencing strategy, identifying each Work Package used to construct the Work, such that the GMP for the entire Project will not exceed Owner's Budget. Owner, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.

B. Owner will revise the Budget to incorporate Change Orders that change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Project, the Budget must correlate to GMP line items, and the GMP for the Project must be less than or equal to the Budget.

C. Except to the extent CMAR makes a successful Claim in accordance with Article 12 of the General Conditions, if the Cost of the Work, including the CMAR's Construction Support Costs, together with the CMAR's Fee, for Work Package(s) that are included an accepted GMP Proposal, exceed the applicable GMP, then CMAR shall pay such excess from its own funds and shall have no Claim against Owner on account thereof. If Owner is required to pay any such excess for any reason, CMAR shall be obligated to reimburse Owner such amounts plus interest and all costs of collection, including without limitation, attorneys' fees and expert costs.

11.10 Owner's Right to Accept or Reject GMP Proposal

A. The Guaranteed Maximum Price for all Work on the Project and Work Packages cannot exceed the Owner's Budget.

B. Should a GMP Proposal be unacceptable or not submitted in good faith pursuant hereto, in Owner's sole option and discretion (which determination is final), the Owner reserves the right to, in addition to exercising any right afforded under Law or pursuant to the Contract Documents:

1. Negotiate such GMP with CMAR and/or approve an increase in the Owner's Construction Budget in writing.

2. Authorize rebidding or renegotiation for some or all parts of the Project or Work Package within a reasonable time without an increase in the Guaranteed Maximum Price.

3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.

4. Abandon the Project, in whole or in part, and terminate this Contract in whole or in part in accordance with applicable termination for convenience provisions, or, if Owner determines at its sole option and discretion the GMP Proposal was not submitted in good faith, in accordance with applicable termination for cause provisions.

5. Request a GMP Proposal or competitive sealed proposals for the applicable Work Package(s) from other firms.

C. If Owner selects the option described in Paragraph 11.10.B.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

D. If Owner selects the option described in Paragraph 11.10.B.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.

E. If Owner selects the option described in Paragraph 11.10.B.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

F. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Budget.

G. Once accepted by Owner, the amount of the GMP shall not be increased except by written Change Order executed by both Owner and CMAR before any Change Order Work is performed. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contact Documents or a change in any time period provided for in the Contact Documents. CMAR acknowledges that the Owner is relying upon the CMAR's skill and experience in connection with the CMAR Services and Work. CMAR agrees that in determining the Guaranteed Maximum Price and Contract Time, CMAR has exercised

the best skill and efforts of the CMAR to make appropriate judgments and inferences in connection with the requirements of the Contract Documents and all inquiries of the Engineer, the Engineer's consultants, and the OPT to clarify the Contract Documents as necessary to calculate and establish both the Guaranteed Maximum Price and Contract Time.

11.11 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer have access to CMAR Contingency funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs A and B:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

ARTICLE 12 — RESERVED

ARTICLE 13 — PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. After confirming quantities with the Engineer, CMAR shall submit certified Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CMAR's Applications for Payment that Owner approves based on CMAR's Applications for Payment and accompanying supporting documentation, within **31** days of receiving CMAR's certified Application for Payment (which shall be the date of the invoice for purposes of Section 2251.021 of the Government Code), provided that such Applications for Payment have been timely submitted and satisfied all requirements of the Contract and conditions for payment, including, without limitation, Paragraph 15.02 of the General Conditions. Notwithstanding the foregoing, Owner shall be entitled to withhold amounts of an Application for Payment that are not certified, or as permitted by Law to the extent there is a bona fide dispute between Owner and CMAR,

between CMAR and a Subcontractor or Supplier, or between a Subcontractor and its Subcontractor or Supplier.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Final Completion of the Project, Owner will withhold 5% as retainage from approved progress payments, which shall be held and disbursed in accordance with Chapter 2252 of the Texas Government Code. Owner may withhold from progress payments any amount, including but not limited to liquidated damages, Owner is entitled to withhold in accordance with the Contract.

13.03 Final Payment

A. Upon Final Completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Final Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

A. All undisputed amounts not paid when due will accrue interest as prescribed in Texas Government Code Section 2251.021.

13.06 Joint Payments to Subcontractors

A. If Owner withholds certification for payment, Owner may, at its sole option, issue joint checks to CMAR and to any Subcontractor or Supplier to whom the CMAR failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, Owner will notify CMAR and CMAR shall reflect such payment on its next monthly payment application.

13.07 CMAR acknowledges that the timely and complete performance of its obligations pursuant to the Agreement is critical to the operations of Owner. Accordingly, in the event of a dispute between Owner and CMAR, CMAR will continue to so perform its obligations under the Agreement and Owner will continue to make undisputed payments during the resolution of such dispute until Final Completion or termination of the Contract.

13.08 Notwithstanding any provisions in the Contract Documents to the contrary, the Owner may withhold payment to the CMAR to the extent reasonably necessary to protect its interests hereunder if any one or more of the following conditions exist:

A. CMAR is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents and Owner reasonably anticipates it could incur costs as a result of such default;

B. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment will be made as to the part thereof attributable to Work which is performed in accordance with the Contract Documents and is not defective (unless otherwise specified herein, only that portion of the Work which is defective will not be paid);

C. CMAR has failed to make payments promptly to Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of this Agreement and the General Conditions;

D. If Owner in good faith determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the GMP that remaining unpaid as determined by Owner to be sufficient to so complete the Work, provided however, if the shortfall is due to Owner's failure to approve Change Order proposals unless subject to a good faith dispute between the parties, then this provision shall not apply; or

E. CMAR fails to deliver the affidavits, releases and waivers of lien required with an Application for Payment.

ARTICLE 14 — DOCUMENTATION AND AUDIT

14.01 Documentation

A. CMAR and Subcontractors will establish and maintain records of all costs and expenses related to the Project in accordance with in the Audit Exhibit attached hereto as Exhibit D and incorporated herein (as the term "records" is defined in such Exhibit) and in accordance with generally accepted accounting practices (GAAP) in accordance with cost accounting standards issued by the Federal Office of Management and Budget Cost Accounting Standards Board.

B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as required by the Contract Documents.

14.02 Audit

A. Owner shall have the right to inspect and audit all CMAR's records relating to the Project as provided in the Audit Exhibit (as the term "records" is defined in such Exhibit). CMAR shall preserve all such documents and records as prescribed therein and organized by each Application for Payment period. Subcontractors performing any Work will retain such records and afford such access to Owner, and preserve such documents, to the same extent required of CMAR, which obligations CMAR shall incorporate into CMAR's subcontract with Subcontractor.

ARTICLE 15 — CONTRACT TIMES

15.01 Contract Times—Dates

A. The Work for the entire Project will reach Substantial Completion on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.

B. The dates by which the Work for each Work Package will reach Substantial Completion, and by which such Work will be completed and ready for final payment with respect to such Work Package, will be set out in a Work Authorization issued after execution of a Contract Amendment confirming Owner's accepted GMP Proposal for such Work Package and will comply with provisions of Article 15.

15.02 Liquidated Damages

A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion of Work Packages and the Project, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also acknowledge the actual delay damages which will be suffered by Owner if the Work is not completed on time is difficult if not impossible to determine and that the liquidated damages agreed to in the Contract Documents shall not be deemed a penalty, and are a fair and reasonable estimate of the delay damages Owner is expected to suffer.

1. Each Work Authorization and the accepted GMP Proposal will specify the amount of liquidated damages CMAR shall pay Owner for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for Substantial Completion of the Work Authorization or the Projects as applicable. Liquidated Damages for the time between Substantial Completion and Final Completion will also be specified in each Work Authorization and in the accepted GMP Proposal.

2. If Owner recovers liquidated damages for a delay in completion of the Project or any Work Package or a specified Milestone by CMAR, such damages will not limit the Owner from exercising any other rights and remedies under the Contract or entitlement to damages for any injury, damage or loss, including, without limitation, any termination rights that the Owner may have as a result of such delay.

3. The Owner may deduct liquidated damages described in this Paragraph 15.02 from any unpaid amounts due the CMAR under this Agreement. Any liquidated damages not deducted from any unpaid amounts due the CMAR shall be payable to the Owner at the demand of the Owner. In the event the CMAR successfully challenges the enforceability of the liquidated damages set forth in the Contract, then, notwithstanding any provision to the contrary in the Contract Documents, the CMAR shall pay the Owner all actual damages, including consequential damages, incurred by the Owner in connection with the CMAR's failure to achieve Substantial Completion of the Work or specified portion thereof within the specified Contract Time(s), as duly modified, including all costs incurred by the Owner in proving its actual and consequential damages, including all attorneys' fees, experts' fees, costs and expenses.

4. Except when challenged under Paragraph 15.02.A.3 above and as provided in this paragraph, liquidated damages assessed under this Paragraph 15.02 shall be Owner's exclusive monetary remedy for CMAR-caused delay in achieving the applicable Milestone, Substantial Completion, or Final Completion, but shall not limit Owner's rights with respect to termination for cause, correction of defective Work, or indemnity claims for third-party bodily injury or property damage.

15.03 Intentionally Deleted

15.04 Time is of the Essence

A. ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE. CMAR agrees to perform its obligations with due diligence and within such time limits set forth in the Contract Documents and shall use reasonable efforts to mitigate any risk of delays.

15.05 Milestones and Associated Damages

A. Milestones and associated damages may be established in Work Authorization(s) executed by the Parties.

ARTICLE 16 — CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. General Conditions.
3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications whether completed as of the Effective Date of the Contract or otherwise.)
5. Drawings and Specifications, whether completed as of the Effective Date of the Contract or otherwise**.**
6. Exhibits to this Agreement (enumerated as follows):
   a. Exhibit A, Scope of CMAR's Services;
   b. Exhibit B, Basis of Compensation;
   c. Exhibit C, Insurance Requirements
   d. Exhibit D, Audit Exhibit
   e. Exhibit E, Key Personnel
   f. Exhibit F, Lien and Bond Claim Release and Waivers (F-1, F-2, F-3, F-4)
   g. Exhibit G, Forms of Bonds
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Contract Amendments;
   b. CMAR'S GMP Proposal(s) for the Project or Work Package(s) when accepted by Owner, and any executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
   c. Work Authorization Modifications;
      1) Work Change Directives;
      2) Change Orders; and
      3) Field Orders.
   d. Performance and Payment Bonds; and
   e. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

D. If there is any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) the terms of the main body of the Agreement; (2) the terms of the Exhibits to this Agreement; (3) the Supplementary Conditions; (4) the General Conditions; and (5) the Drawings and Specifications, with those of a later date taking precedence over those of an earlier date. If there are conflicting provisions within the individual category of the Contract Documents identified above, unless expressly excused by Owner in writing, the provision that establishes the higher quality or uses the more stringent standard shall prevail. An amendment, modification, or change to this Contract shall take precedence over the term it amends, and with respect to the other terms of this Contract, will take its precedence regarding the term it amends in accordance with this Section. All other documents and terms and conditions not affected by the amendment, modification, or change shall remain unchanged.

ARTICLE 17 — REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations:

1. CMAR has examined and carefully studied the Request for Proposals, Contract Documents, including Addenda.

2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, and prior to submitting a GMP Proposal will have notified Owner in writing of any concerns about the adequacy of such information or has had the opportunity to conduct its own subsurface investigation.

5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. CMAR has considered the information known to CMAR itself; information in the Request for Proposals; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. CMAR is aware of the nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. CMAR has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to CMAR.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. CMAR has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the Owner under this Agreement. CMAR further agrees that CMAR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the Owner under this Agreement) for any of the services performed by CMAR under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to CMAR, CMAR shall immediately report that fact to the Owner and, at the sole option of the Owner, the Owner may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to CMAR under this Agreement.

B. CMAR further represents that CMAR will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to this Contract, and CMAR agrees that this Contract can be terminated if the CMAR knowingly or intentionally fails to comply with a requirement of that subchapter.

17.02 CMAR's Certifications.

A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CMAR:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

ARTICLE 1 — BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and CMAR's plan for implementation of Preconstruction Services.

2. Participate in periodic meetings with Owner and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur at least monthly, and more frequently before establishing a GMP.

3. Participate in bi-weekly progress meetings with Engineer

B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.

2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages. Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.

B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.

C. Provide recommendations to the OPT for the following: on construction feasibility; regarding actions designed to minimize adverse effects on labor productivity or material shortages; on time requirements for procurement (including long-lead items), installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

D. Review Contract Documents and in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Take field measurements and verify field conditions (including as required by 1.03.E below), compare them to such documents, and promptly report to Engineer and Owner any questions, errors, inconsistencies, inadequacies, insufficiencies, or omissions (collectively "Deficiencies") in the Specifications, Drawings, or other design documents. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:
   a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
   b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
   c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
2. Constructability, including sequencing or coordination issues:
   a. Adequacy of details for construction;
   b. Potential conflicts during construction;
   c. Feasibility of construction;
   d. Construction sequencing;
   e. Ability to coordinate among Subcontractors and Suppliers; and
   f. Coordination between Contract Documents.
3. Operability:
   a. Ability to minimize disruptions to existing operations;
   b. Ability to complete construction connections to existing facilities or utilities;
   c. Modifications to facilitate initial start-up and/or performance testing; and
   d. Ability of Owner to operate/maintain the facility when completed.
4. Possible use of patented, licensed, or copyrighted products.
5. Requirements for Subcontractor and equipment and materials procurement.
6. Completeness, consistency, and clarity.

E. Subsurface conditions and Underground Facilities

1. Review information made available by Owner.
   a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner and Engineer of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if

conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.

b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.

2. Owner will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.

F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.

G. Provide review comments in writing using the processes or procedures prescribed by the Owner. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

H. CMAR must review the Contract Documents and other documents described in 1.03.D above on a continuous basis throughout performance of its scope of Services and Work and promptly report any Deficiencies or potential Deficiencies that it discovers to the Owner and Engineer. CMAR shall be responsible for the consequences of defects that result from its failure to disclosure Deficiencies that it knew or should have known about in its capacity as a contractor and not as a person licensed or registered under Title 6, Occupations Code. CMAR shall be liable to Owner for the consequence of defects that result from CMAR's failure to promptly disclose potential Deficiencies in writing to Owner and Engineer.

I. To the extent the Owner requires any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and not professional design services except to the extent the Construction Documents require professional design services. The Owner will, with due diligence, refer such questions, matters, and inquiries to the design professional and the CMAR shall have no liability to the Owner or the Engineer for its consultation for such services to the extent those services are the kind that must be performed by a person licensed or registered under Title 6, Occupations Code and not by CMAR in its capacity as a contractor.

1.04 Construction Management Plan

A. Develop a written Construction Management Plan that incorporates the following elements:

1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;

2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;

3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;

4. Construction contract administration;

5. Cost management;

6. Time management;

7. Quality management;
8. Risk management;
9. Safety management;
10. Site management and environmental controls;
11. Regulatory requirements and permits;
12. Procurement Strategy Plan; and
13. Start up and commissioning program.

B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft Construction Management Plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract.

B. Communications

1. Assist the OPT with planning Project meetings, participate in these meetings and provide documentation as requested by the OPT.
2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.

B. Work with Owner to update the Budget with supporting data for review by the OPT at the following intervals:

1. Completion of preliminary design documents by the Engineer and approval by the Owner.
2. Completion of design development documents by the Engineer and approval by the Owner.
3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.

C. Assist Owner in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

E. Notify the OPT immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's preliminary schedule if any,, and the schedule for design, and preconstruction and procurement services, and construction services into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.

C. Make appropriate recommendations to the OPT if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.

D. Revise the master schedule at appropriate intervals as the design is developed, Work Packages are prepared, and any GMPs are established.

E. Maintain the master schedule covering the entirety of the Work as well as particular portions of the Work, as directed by Owner.

F. Revise the master schedule after the GMP is established.

1.08 Quality Management

A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the Contract Documents, including the General Requirements.

1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other

capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.

3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.

4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.

6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.

B. Identify additional information that will help with risk assessment.

C. Provide recommendations for appropriate allocation of construction risks.

D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.

E. Review legal requirements for subcontractor and equipment procurement for risk impacts.

F. Suggest strategies to minimize risk.

G. Prepare and maintain a detailed Risk Register with input from the Owner and other members of the OPT; and provide prompt updates to OPT.

1.10 Safety Management

A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.

B. The Health and Safety Plan is to include at least the following information:

1. Background information identifying the CMAR, Project description, and location;
2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
3. Role of safety representative (see General Conditions, Paragraph 7.16);
4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
5. Objectives of the Health and Safety Plan;
6. Administration and enforcement of the Health and Safety Plan;
7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:

1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
3. Storage facilities, parking, and construction equipment storage and maintenance;

4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
5. Site security, site safety, and emergency responses;
6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
8. Reference data and control points; and
9. Cleaning during construction and containment and disposal of waste materials.

B. Review plan with Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.

C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.

B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.

C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the OPT a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Provide for procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization, as necessary, to meet the project schedule.

E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.

F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the OPT to assist with deciding on how to proceed.

1.14 Value Engineering Studies

A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.

C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

1.15 Start Up and Commissioning Program

A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner to develop a table of roles and responsibilities for CMAR team and the OPT.

B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.

C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.

D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.

F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

ARTICLE 2 — ADDITIONAL PRECONSTRUCTION SERVICES

ARTICLE 3 — BASIC PROCUREMENT SERVICES

3.01 Project Management

A. Participate in Project Meetings

1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.

2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **[weekly]** at times when procurement activities for Work Packages are underway.

B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner.

C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:

1. Bid opportunities for Work Packages;
2. Special requirements of the Contract Documents;
3. Prevailing wage requirements;
4. Equal employment opportunity requirements; and
5. Diverse Business Enterprise requirements, if any.

B. Obtain responses from the Owner, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

A. Receive draft Addenda prepared by the Owner in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.

B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders as required in Article 10 and all applicable Laws and Regulations.

B. Where allowed by state Laws and Regulations and subject to Paragraph 10.01 of the Agreement, the CMAR may be able to self-perform portions of the Work provided bids for such self-performed work are handled in accordance with Laws and Regulations and as specified in Article 10 of the Agreement..

C. Review all Bids submitted in the presence of the Owner in a way that does not disclose the contents of the Bid during the selection process to any entity other than the OPT and CMAR.

D. Compare Bids received to the line-item budget prepared for the Project prior to the opening of Bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each Bid received with the OPT and recommend which Bid received will provide best value for the Owner.

E. Evaluate any substitutions or alternate bids offered by bidders. Owner, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Engineer, will determine if the substitution or alternate is acceptable.

F. Except as provided in Paragraph 10.01 of the Agreement, the Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a

Subcontractor or Supplier different from the entity submitting the Bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive Bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.

H. Make all bids available to Owner on request and to public after the award of contract or not later than 7 days after the date of the final selection of bids or proposals.

3.07 Additional Copies of Documents

A. Furnishing additional sets of printed documents.

ARTICLE 4 — ADDITIONAL PROCUREMENT SERVICES[1]

4.01 Prequalification of Bidders

A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CMAR will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.02 Additional Work Packages

A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

ARTICLE 5 — SPECIAL SERVICES

5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

EXHIBIT B–BASIS OF COMPENSATION

ATTACHMENT A–DETAILED INFORMATION FOR AGREEMENT EXHIBIT B

Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CMAR Services	= Table 2, R 11	Transfers amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Transfers amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Transfers amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	**(2 + 3)**	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	**[Enter %]**	Enter the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	**(5 x 6)**	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	**(5 + 7)**	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	**(9 x 10)**	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	**(9 + 11)**	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.

Item	Item Title	Calculation	Comment
14	Incorporated Equipment and Materials— CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.
15	Incorporated Equipment and Materials—CMAR Fee Amount	**(13 x 14)**	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	**(13 + 15)**	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	**(17 x 18)**	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	**(17 + 19)**	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	**(21 x 22)**	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	**(21 + 23)**	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	**(25 x 26)**	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.

Item	Item Title	Calculation	Comment
28	Construction Equipment Cost—Cost with CMAR Fee	**(25 + 27)**	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Supplemental Cost.
30	Supplemental Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	**(29 x 30)**	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	**(29 + 31)**	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	**∑ (9, 13, 17, 21, 25, 29)**	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	**∑ (11, 15, 19, 23, 27, 31)**	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	**∑ (12, 16, 20, 24, 28, 32)**	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of the Cost of the Work Categories.
36	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	**[Enter Value]**	Enter the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	**(36 + 37)**	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Percentage	**[Enter %]**	Enter the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency.
40	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency	**(39 x 40)**	Worksheet calculates amount of CMAR Contingency by multiplying the CMAR Contingency Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency	**[Enter Amount]**	Identify other contingencies proposed or negotiated to be included in the Contract Price. Contingency should be restricted to use for its stated purpose. Contingency amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to a contingency. Enter a description of the contingency item and the amount for the contingency.
43	Total CMAR and Other Contingency	**(41 + 42)**	Worksheet calculates Total CMAR and Other Contingency amount by adding the CMAR Contingency to other specified contingency.

Item	Item Title	Calculation	Comment
44	Estimated Guaranteed Maximum Price	**(4 + (8 or 35 or 38 + 43)**	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items **8**, **35**, or **38** may be deleted. Delete terms that appear as **#REF!** in the equation for **44** per the Note to User for this section.
45	Owner's Contingency	**[Enter Amount]**	Enter the Owner's Contingency amount if the Owner's Contingency is to be include in the Contract Price.
46	Total Amount of Contract Award	**(1 + 44 + 45)**	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency.
47	Substantial Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
48	Final Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
49	Construction Period Days	**(47 + 48)**	Worksheet calculates the Construction Period by adding the number of day to reach Substantial Completion to the number of additional days to reach Final Completion.

Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Comment
a	Task	**[Enter Data]**	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	**[Enter Data]**	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	**[Enter Data]**	Enter the name of each CMAR service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	**[Enter Data]**	Enter the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	**[Enter Amount]**	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs **C c** **x** Rate **C c** **+** Hrs **C d** **x** Rate **C d** **+** Hrs **C e** **x** Rate **C e** **+** Hrs **C f** **x** Rate **C f** **+** Hrs **C g** **x** Rate **C g**	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.

Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	**∑ C h** for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	**∑ C h** for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	**(1 + 2)**	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	**∑ C h** for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	**∑ C h** for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	**(4 + 5)**	Worksheet calculates total for Procurement Services.
7	Total Owner's Contingency for CMAR Special Services (Stipulated Sum)	**[Enter Amount]**	Enter an amount for an Owner's Contingency dedicated to CMAR Special Services. Owner may choose to use Owner's Contingency to cover these additional services or may prefer that these be separate and reserved for CMAR services. This is recommended if Owner Contingency will be established later as part of negotiations for the GMP
8	Owner's Contingency for CMAR Special Services Percentage	**[Enter %]**	Enter the amount for the Owner's Contingency. Owner can base the amount of its contingency for CMAR Special Services as a percentage of totals for Preconstruction Services and Procurement Services. Enter that percentage here.

Row	Row Title	Calculation	Comment
9	Owner's Contingency for CMAR based on Special Services (% of CMAR Services)	**(3 + 6) x 8**	Worksheet calculates the Owner's Contingency based on the percentage for CMAR Special services entered in p and the totals for Preconstruction and Procurement Services. This provides a larger contingency that will adjust if Additional services are added. Change the calculations if the Contingency is to be based on the total for Basic services only ((**1** + **4**) x **8**).
10	Total Owner's Contingency for CMAR Special Services	**= 7 or 9**	Worksheet calculates the Owner's Contingency. If no percentage is entered in **8** the amount in **7** will be returned in **10.** If a percentage is entered in **8,** then **9** will be returned.
11	Total Cost for CMAR Services	**(3 + 6 +10)**	Worksheet calculates the total for CMAR Services. This number is transferred to **Table 1 R 1** to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

Table 3—Basis of Compensation for Fixed Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Fixed Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Fixed Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Fixed Construction Support Costs	∑ C g	Worksheet calculates the Total Fixed Support Cost by summing all Fixed Support Cost line items. This amount is transferred to Table 1, R 2.

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

Column	Column Title	Calculation	Comment
a	CMAR Number	**[Enter Data]**	Enter the CMAR Number for this item as submitted in the Proposal. Used solely for convenience in referencing a line item
b	Contract Reference	**[Enter Data]**	Enter a reference to a specification section or drawing. Used to reference applicable Specification sections.
c	Description	**[Enter Data]**	Enter a brief description of the Time Sensitive Construction Support Cost item.
d	Quantity	**[Enter Number]**	Enter the quantity of each Time Sensitive Construction Support Cost item. If the cost is a lump sum item, the Unit designation would be LS and the quantity would be shown as "1".
e	Units	**[Enter Data]**	Enter the Units of measure. Example: months, weeks, each, or similar units.
f	Unit Cost	**[Enter Amount]**	Enter the Unit Cost per unit for each item.
g	Amount	**(d x f)**	Worksheet calculates the amount for each line item by multiplying the Quantity times the Unit Cost amount for each Item.

Row	Row Title	Calculation	Comment
1	Total Time Sensitive Construction Support Costs	**∑ C g**	Worksheet calculates the Total Fixed Support Cost by summing all Time Sensitive Construction Support Cost line items. This amount is transferred to **Table 1**, **R 3**.
2	Construction Period	**= (Table 1, R 49)**	Number of days in the Construction Period. This number is transferred here from **Table 1**, **R 49**.
3	Construction Support Cost Extended Rate	**(1 / 2)**	Worksheet calculates the Extended Rate for Time Sensitive Construction Support Cost by dividing the Total Time Sensitive Construction Support Cost by the number of days in the Construction Period.

GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

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TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 7

Article 2— Preliminary Matters 9

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 9

2.02 Copies of Documents 9

2.03 Electronic Transmittals 9

2.04 Construction Management 9

Article 3— Contract Documents: Intent, Requirements, Reuse 10

3.01 Intent 10

3.02 Reference Standards 10

3.03 Reporting and Resolving Discrepancies 11

3.04 Interpretation of the Contract Documents 12

3.05 Reuse of Documents 12

Article 4— Commencement and Progress of the Work 13

4.01 Commencement of Contract Times; Notice to Proceed 13

4.02 Starting the Work 13

4.03 Reference Points 13

4.04 Progress Schedule 13

4.05 Delays in CMAR's Progress 14

Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 17

5.01 Availability of Lands 17

5.02 Use of Site and Other Areas 17

5.03 Subsurface and Physical Conditions 18

5.04 Differing Subsurface or Physical Conditions 20

5.05 Underground Facilities 22

5.06 Hazardous Environmental Conditions at Site 24

Article 6— Bonds and Insurance 26

Article 7— CMAR's Responsibilities 26
7.01 CMAR's Means and Methods of Construction 26
7.02 Supervision and Superintendence 26
7.03 CMAR Services—Key Personnel and Subconsultants 27
7.04 Quality of CMAR Services 27
7.05 Continuation or Termination of CMAR Services 27
7.06 Labor; Working Hours 28
7.07 Services, Materials, and Equipment 28
7.08 "Or Equals" 29
7.09 Substitutes 30
7.10 Concerning Subcontractors and Suppliers 32
7.11 Patent Fees and Royalties 33
7.12 Permits 34
7.13 Taxes 34
7.14 Laws and Regulations 34
7.15 Record Documents 35
7.16 Safety and Protection 35
7.17 Hazard Communication Programs 37
7.18 Emergencies 37
7.19 Submittals 37
7.20 CMAR's General Warranty and Guarantee 40
7.21 Indemnification 41
7.22 Delegation of Professional Design Services 42
7.23 CMAR's Collaboration Responsibilities 43
Article 8— Other Work at the Site 44
8.01 Other Work 44
8.02 Coordination 45
8.03 Legal Relationships 45
Article 9— Owner's Responsibilities 46
9.01 Communications to CMAR 46
9.02 Replacement of Engineer 46
9.03 Furnish Data 46
9.04 Pay CMAR 46

9.05 Lands and Easements; Reports, Tests, and Drawings 46
9.06 Insurance 47
9.07 Change Orders 47
9.08 Inspections, Tests, and Approvals 47
9.09 Owner's Tasks in Support of CMAR Services 47
9.10 Limitations on Owner's Responsibilities 47
9.11 Undisclosed Hazardous Environmental Condition 48
9.12 Intentionally Deleted 48
9.13 Safety Programs 48
Article 10— Status Of Engineer During Construction 48
10.01 Engineer 48
10.02 Visits to Site 48
10.03 Resident Project Representative 48
10.04 Engineer's Authority 49
10.05 Determinations for Unit Price Work 49
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority 49
10.07 Limitations on Owner's and Engineer's Authority and Responsibilities 49
10.08 Compliance with Safety Program 50
Article 11— Changes to the Contract 50
11.01 Amending and Supplementing the Contract 50
11.02 Change Orders 50
11.03 Work Change Directives 51
11.04 Field Orders 51
11.05 Owner-Authorized Changes in the Work 52
11.06 Unauthorized Changes in the Work 52
11.07 Change of Contract Price 52
11.08 Change of Contract Times 53
11.09 Change Proposals 53
11.10 Notification to Surety 54
Article 12— Claims 54
12.01 Claims 54
Article 13— Allowances; Unit Price Work 56

13.01 Allowances 56
13.02 Unit Price Work 56
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 57
14.03 Defective Work 58
14.04 Acceptance of Defective Work 59
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 60
14.07 Owner May Correct Defective Work 60
Article 15— Payments to CMAR; Set-Offs; Completion; Correction Period 61
15.01 Payment for CMAR Services 61
15.02 Progress Payments 61
15.03 CMAR's Warranty of Title 66
15.04 Substantial Completion 66
15.05 Partial Use or Occupancy; Completion of Authorized Work 67
15.06 Final Inspection 68
15.07 Final Payment 68
15.08 Waiver of Claims 70
15.09 Correction Period 70
Article 16— Suspension and Termination 71
16.01 Owner May Suspend CMAR Services or Work 71
16.02 Owner May Terminate for Cause 72
16.03 Owner May Terminate for Convenience 74
16.04 Contingent Assignment of Subcontracts and Purchase Orders 74
16.05 CMAR May Stop Work or Terminate 75
Article 17— Miscellaneous 76
17.01 Giving Notice 76
17.02 Computation of Times 76
17.03 Cumulative Remedies 76
17.04 Limitation of Damages 76
17.05 No Waiver 76
17.06 Survival of Obligations 77

17.07 Controlling Law 77
17.08 Assignment of Contract 77
17.09 Successors and Assigns 77
17.10 Headings 77
17.11 Interpretation 77
17.12 CMAR's Additional Representations 77

MODIFIED GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Request for Proposals or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Request for Proposals or the proposed Contract Documents.

2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, and Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.

5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

6. Claim

   a. A Claim includes a written demand or assertion by Owner or Construction Manager at Risk seeking an adjustment of Contract Price or Contract Times or other relief with respect to the terms of the Contract.

   b. A Claim also includes other disputes or unresolved matters between the Owner and CMAR arising out of or related to the Contract.

   c. The party asserting the Claim is responsible for promptly providing documents and information to substantiate the Claim.

   d. A demand for money or services by a third party is not a Claim.

7. CMAR Contingency—Amounts described in Article 8 of the Contract that are established by either a Work Authorization or in the accepted GMP Proposal.

8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of a percentage of the Cost of the Work, as set forth in the Agreement.

9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work and do not include items compensable as the Cost of the Work.

10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and perform the Work set out in the Contract Documents, as duly authorized, using the Construction Manager at Risk project delivery method.

12. Construction Period—The period from the commencement of Work on the first Work Authorization, or commencement of Work on a specific phase of the Project if the Project is being constructed under a phased approach, until Substantial Completion of the Work or a designated portion thereof. This is the number of days for which Construction Support Costs will be compensated.

13. Construction Support Costs—See Agreement, Article 5.

14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.

15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

17. Contract Price—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency if any, and shall not exceed Owner's Construction Budget, except as permitted under the terms of the Contract Documents.

18. Contract Times—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion of all or some of the Work; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.

19. Contractor—The term "Contractor," if used in any Contract Document, means Construction Manager at Risk.

20. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.

21. Design Documents—The part of the Drawings and technical Specifications that describe Engineer's design of the Project.

22. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.

23. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.

24. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

25. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, X, Instagram, or similar social media services for transmission of Electronic Documents.

26. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.

27. Estimated Cost of the Work—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed to the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

28. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner.

29. Field Order—A written order issued and signed by Owner which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.

30. Final Completion—The date when Engineer, after consultation with Owner, certifies (i) the Work is fully complete in accordance with the Contract Documents, including all minor details of construction, landscaping, mechanical adjustment, or installation, as applicable (i.e., punchlist is complete), (ii) items and documents required by the Contract Documents have been delivered to and accepted by the Owner, (iii) all required services have been completed, and the Contract is ready for final payment, and (iv) all the terms and conditions of Paragraph 15.07 below have been achieved by CMAR.

31. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR, with respect to the Project or a Work Package, as applicable, for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee for the Project or allocable to a Work Package, as applicable, all as set forth in the Agreement (for the Project) or a Work Authorization (for a Work Package), as applicable.

32. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

33. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental and quasi-governmental bodies, agencies, authorities, and courts having jurisdiction over the Project and the Work.

34. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

35. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

36. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.

37. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager at Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

38. Not Used

39. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, and Construction Support Costs, but does not include compensation for CMAR Services.

40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.

41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.

42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.

43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.

44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk and approved by Owner, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work, or portion of the Work, within the Contract Times.

45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.

46. Proposal—The response to the Request for Proposals submitted by CMAR.

47. Request for Proposals (RFP)—The solicitation and all accompanying documents issued by the Owner requesting proposals for Construction Manager at Risk services for the Project and all addenda.

48. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

49. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

50. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the

Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

51. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.

52. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

53. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work, including Suppliers.

54. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner and Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

55. Substantial Completion—The time at which the Work on the entire Project has progressed to the point where, the Work is sufficiently complete in accordance with the Contract Documents, so that the Work can be utilized for the purpose for which it is intended; provided that, a Work Authorization may set forth additional and supplemental requirements and specifications that must be met to obtain Substantial Completion, including the deadline to achieve such Substantial Completion, with respect to the portion of Work or Work Package encompassed by such Work Authorization. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

56. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

57. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

58. Technical Data

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent

to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.

b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.

59. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

60. Unit Price Work—Work to be paid for based on unit prices.

61. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

62. Work Authorization—A document issued by Owner or Engineer and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.

63. Work Package–A specific portion of the Work developed by Engineer and Owner in collaboration with the CMAR and subsequently authorized by a Work Authorization.

64. Work Change Directive—A written directive issued and signed by Owner to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Request for Proposal or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives–The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination by a licensed engineer will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day–The word "day" means a period of 24 hours measured from midnight to the next midnight.

D. Defective–The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.
4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

F. Contract Price or Contract Times–References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. Performance and Payment Bonds–Within 10 days after CMAR executes the Agreement, CMAR shall also deliver to Owner the performance bond and payment bond required by Article 6, provided that CMAR may furnish a bid bond or other financial security acceptable to Owner to ensure CMAR will furnish such required performance and payment bonds when a Guaranteed Maximum Price is established.

B. Evidence of CMAR's Insurance–When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6.

2.02 Copies of Documents

A. Owner shall furnish to CMAR a copy of the fully executed Agreement in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner and CMAR shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:

1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.

2. Administer, coordinate, monitor, and report on construction progress and associated activities.

3. Assist the Engineer and Owner in collecting, disseminating, and storing documents and information.

4. Manage the Work to meet Contract goals and objectives and further the interests of the Owner.

5. Recommend action to the Owner related to the management of the Work.

6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.

C. Not used.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Design Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements–Before undertaking each part of the Work, CMAR shall diligently, carefully, and thoroughly study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements and conditions. CMAR shall promptly report in writing to Owner and Engineer any question, inconsistency, inadequacy, insufficiency, omission, conflict, error, ambiguity, or discrepancy (collectively, "Deficiencies") that CMAR discovers in the Drawings and Specifications, or has actual knowledge of, and shall not proceed with any Work affected thereby until the Deficiency is resolved by a written clarification or interpretation by Engineer in consultation with Owner, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01.

2. CMAR's Review of Drawings and Specifications– Throughout CMAR's performance of the CMAR Services and the Work, CMAR will necessarily review the Contract Documents on a continuous basis for purposes of discovering Deficiencies. If CMAR discovers any Deficiency within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner and Engineer in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the Deficiency is resolved, by a clarification or interpretation by Engineer in consultation with Owner, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01. CMAR's review of the Contract Documents for Deficiencies under this Paragraph includes review for clarity, consistency, constructability, maintainability/operability and coordination among trades. CMAR shall consult with Engineer regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules, cost or quality and shall provide other value engineering services. CMAR acknowledges that it may be liable, in whole or part, to Owner for consequences that are the direct result of CMAR's failure to promptly disclose in writing to Owner and Engineer under Paragraphs 3.03.A.1 and 3.03.A.2 any Deficiencies of which CMAR knew or should have known about in light of its obligations under the Contract Documents, including but not limited to Preconstruction Services. If CMAR performs any Work or Procurement Services involving a Deficiency in the Contract Documents of which CMAR is aware, or which could reasonably have been discovered by the review required by Paragraph 3.03.A and CMAR's obligation to collaborate described in Paragraph 7.23 below and elsewhere in the Contract Documents, without prompt written notice to the Owner and the Engineer and request for correction, clarification or additional information, as appropriate, CMAR does so at its own risk and expense and all Claims relating thereafter are specifically waived.

3. CMAR is not a design, engineering or architectural professional and assumes no professional design, engineering or architectural responsibility, including design calculations, structural design, process flow or design, or effluent water quality at the final effluent. Where the Contract Documents require CMAR to review, comment on, or

provide input regarding design, such review is limited to constructability, coordination, and conflict recognition, and subject to the standard of care of a construction manager-at-risk and not of a design, engineering or architectural professional. CMAR shall promptly notify the City and Engineer when a deficiency or conflict is observed and shall collaborate with the City and Engineer on a reasonable solution and shall also be responsible for costs incurred by the City as a result of CMAR failing to promptly notify the City and Engineer of a deficiency or conflict that CMAR should have identified in its capacity as a construction manager at risk.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any Deficiency between such provisions of the Drawings and Specifications and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Design Documents

A. During the performance of the Work and until final payment, CMAR shall submit to the Owner and Engineer in writing all matters in question concerning the requirements of the Design Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on issues submitted requesting clarification of Design Documents, and if appropriate initiate a change to the Drawings or technical Specifications. Owner, in consultation with Engineer, will, with reasonable promptness, render a written clarification, interpretation, or decision relating to the performance or acceptability of the Work under the Contract Documents. In determining its response, Engineer and Owner will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Engineer's and Owner's written clarification, interpretation, or decision will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal.

3.05 Reuse of Documents

A. CMAR and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared for this Project, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose, including internal business purposes, without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents for record purposes in accordance with its retention policy, which shall be reasonable to comply with the prohibitions of this Paragraph 3.05.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization unless authorized by Owner in writing.

4.03 Reference Points

A. CMAR shall be responsible for laying out the Work, shall protect and preserve reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner and Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

1. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.

2. CMAR shall submit to Owner and Engineer for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

3. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.

C. CMAR represents that CMAR has consulted, or will consult with all necessary public, governmental and private entities, and all necessary utilities prior to the preparation of the Progress Schedule and performance of the Work in order to plan for and coordinate necessary lead times for the various stages of the Work to be substantially completed on or before each applicable milestone date and the Substantial Completion Date, as applicable.

Owner hereby advises CMAR that long lead times may be required by such entities where applicable stages of the Work impact public facilities and/or utilities.

D. CMAR acknowledges and accepts that it will be obligated to provide and timely complete the Work, and achieve the applicable dates of Substantial Completion, completion and readiness for final payment, and any applicable Milestones. CMAR shall use its best efforts to re-sequence the Work when necessary or appropriate to overcome or mitigate, to the greatest practicable extent, the effect of any delays. Additional costs due to Owner-approved resequencing or acceleration of the Work or other mitigation efforts to overcome excusable delays may be included in the Cost of the Work, but only to the extent expressly allowed by this Agreement. CMAR shall diligently prosecute the Work in accordance with the Progress Schedule, as approved by the Owner. CMAR shall schedule and participate in periodic status review meetings to update the Owner on cost, schedule and progress of the Work as Owner desires. CMAR shall provide an updated Progress Schedule for Owner's approval at least monthly (or more frequently if Owner requests), to manage timely performance of the Work. Updates shall provide summary reports to Owner for each update to explain the status of the Work, any circumstances threatening to impact the Progress Schedule, and actions taken by CMAR to maintain the Progress Schedule. Updates shall incorporate current scheduling for all activities of the Project.

4.05 Delays in CMAR's Progress

A. Subject to the other provisions of this Paragraph 4.05, CMAR shall be eligible to request by submitting a Change Proposal an adjustment in Guaranteed Maximum Price or Contract Times if Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work. CMAR shall only be entitled to request an adjustment to the GMP under this Paragraph 4.05.A for reasonable, direct costs, including Time-Sensitive Construction Support Costs as provided in Paragraph 5.03.B of the Agreement, actually incurred by the CMAR due to such delay, disruption, or interference. Should there be an adjustment in Guaranteed Maximum Price or Contract Times as determined under this Paragraph 4.05, it shall be memorialized by a Change Order.

B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference (i) caused by or within the control of CMAR, (ii) that could not be limited or avoided by CMAR's notice as soon as possible to the Owner of the delay or reasonable likelihood that a delay will occur, which notice in any event must be provided within three (3) days after the occurrence of such event, or (iii) is of a duration not less than one (1) day. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier are within the control of CMAR. Notwithstanding the foregoing, CMAR is obligated to use best efforts to minimize the consequences of any delay, disruption, or interference and shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times without first satisfying this obligation. If CMAR has not provided notice of such delay, disruption, or interference as required by this Paragraph 4.05 and notice of a claim related thereto as required by Article 12, CMAR waives such claim for an adjustment in Guaranteed Maximum Price or Contract Times.

C. If CMAR's performance or progress is delayed, disrupted, or interfered with by a Force Majeure event, then CMAR shall be entitled to request an adjustment in Contract Times, provided that CMAR timely submits a Change Proposal. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. "Force Majeure" means: strikes, lockouts or labor disputes affecting all or a

material part of the work force available to perform the Work; war and/or warlike operations or conditions; sabotage or terrorism affecting the premises that otherwise prevents or interferes with continued Work at the Site; governmental actions; condemnation or eminent domain proceedings affecting a material portion of the Site; fire or other casualty damaging improvements at the Site not caused in whole or in part by CMAR or anyone within the control of CMAR, a Subcontractor, or Supplier; shortages or inability to obtain materials or equipment due to circumstances outside the reasonable control of CMAR, a Subcontractor, or Supplier; and/or adverse weather conditions. Adverse weather conditions include, but are not limited to, conditions which impact or prevent Work on the Project and which have a direct effect on the CMAR's predefined critical work sequence including days lost due to mud, muck, ice, or other conditions wherein CMAR's access to the Project Site is materially impeded resulting in an adverse effect on the Progress Schedule.

1. Abnormal Weather Conditions

    a. If abnormal weather conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work as scheduled.

    b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

        1) Every workday on which total precipitation, as rain equivalent, occurs between 7:00 p.m. on the preceding day, regardless of whether such preceding day is a workday, through 7:00 p.m. on the workday in question equals or exceeds **[threshold precipitation quantity]** of precipitation, as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this Paragraph by reference.

        2) Every workday on which ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **[temperature]** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **[temperature]** degrees Fahrenheit.

    c. Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **[name of the entity operating the weather station]** weather monitoring station at **[location of the weather monitoring station]**.

    d. CMAR shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **[exhibit number]**: Foreseeable Bad Weather Days.

2. In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **[exhibit number]**—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve CMAR of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work

activities or that such activities thus delayed were on CMAR's then-current Progress Schedule's critical path for the Project.

D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:

1. CMAR's entitlement to an adjustment of the Contract Times shall be limited to the number of days by which the critical path to completion of the Work has been delayed by the event giving rise to the right to an extension of Contract Time.

2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Time for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR.

3. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is conditioned on CMAR's strict compliance with the Claims procedures required herein, including the submission of a Change Proposal for such requested adjustment.

4. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.

E. Each Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must comply with the Change Proposal provisions herein and be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference, which must be supported by critical path analysis demonstrating that such increase in the Contract Time(s) is essential to CMAR's ability to complete the Work within the Contract Time(s); and

5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner and Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition that could not reasonably have been identified by CMAR, an Underground Facility that was not shown or indicated by the Contract Documents and could not reasonably have been identified by CMAR, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. If Owner determines there is a delay in any stage of the Progress Schedule caused by an event other than (i) an approved Change Order, (ii) a delay caused by Owner, and (iii) a delay

described in the immediately foregoing Paragraph 4.05.F, Owner may direct that the Work be accelerated by means of overtime, additional crews or restructuring of the Work until such time as the Work has progressed so that it complies with the stage of completion required by the Progress Schedule. CMAR shall promptly provide a plan including a recommendation for the most effective and economical acceleration (a "Recovery Plan"). CMAR shall prepare the Recovery Plan in such form and detail as Owner requests. CMAR further agrees it will work as necessary to meet the requirements of the Recovery Plan and bring its Work into compliance with the current Progress Schedule (all without any additional cost to Owner). No approval by Owner or Engineer pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses Owner may suffer as a result of CMAR's failure to obtain Substantial Completion in accordance with the Contract.

H. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.

B. Not used.

C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR, its Subcontractors and Suppliers, or those for which any of them is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, (a) CMAR shall take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) CMAR shall promptly

attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) CMAR's indemnity obligations under Paragraph 7.21 shall apply.

B. Removal of Debris During Performance of the Work–During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings—:

1. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which CMAR may rely: *No items are designated as Technical Data at this time but technical data anticipated to be provided is noted below. Owner will issue an amendment to designate Technical Data prior to GMP and/or any Work Authorization for affected packages.*

Report Title	Date of Report	Technical Data
Geotechnical Data Report	TBD	Boring Logs, Laboratory Test Results
Geophysical Field Services Report	TBD	Results of geophysical exploration

2. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CMAR may rely: *No items are designated as Technical Data at this time. Owner will issue an amendment to designate Technical Data prior to GMP and/or any Work Authorization for affected packages.*

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

3. Technical Data, if any, is described in such reports and drawings.

B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in 5.03.A with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b, subject to CMAR's review obligations under Paragraph 3.03.A and provided such reliance is reasonable.

D. Limitations of Other Data and Documents—Except for reasonable reliance on Technical Data, CMAR may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any interpretation of or conclusion drawn by CMAR from any Technical Data or any such other data, interpretations, opinions, or information.

E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, and shall specifically identify the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant the accuracy of the results resulting therefrom shall be the responsibility of CMAR. If Owner conducts such Supplemental Investigations, including through the Engineer or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations. CMAR shall consider the results of Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.

F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.

G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction Services.

H. Notwithstanding CMAR's obligation to confirm Site conditions as part of CMAR's Preconstruction Services, before beginning any Work, CMAR and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is

to be performed, including, without limitation, (1) the location, condition, layout and nature of the Project Site and surrounding areas including all access, hoisting requirements and conditions, Site logistics, and the geotechnical report, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) any applicable rules and restrictions of Owner relating to construction on the real property and other buildings located in the vicinity of the Project, (6) applicable codes and Laws, and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. CMAR and its Subcontractors shall be solely responsible for providing a safe place for the performance of their Work. The Owner shall not be required to make any adjustment in either the Contract Price or Contract Time in connection with any failure by CMAR or any Subcontractor to comply with the requirements of this Paragraph.

5.04 Differing Subsurface or Physical Conditions

A. Notice by CMAR–If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Engineer in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. Owner's Statement to CMAR Regarding Site Condition–Owner will issue a written statement to CMAR (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Engineer's written findings, conclusions, and recommendations in whole or in part.

D. Early Resumption of Work: If at any time Owner or Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may, or the Engineer may with Owner's approval, instruct CMAR to resume such Work.

E. Possible Price and Times Adjustments

1. CMAR shall be entitled to request an adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. Any adjustment to the Guaranteed Maximum Price under this Paragraph shall be limited to the reasonable, direct costs, including Time-Sensitive Construction Support Costs as provided in Paragraph 5.03.B of the Agreement, actually incurred by the CMAR due to the differing subsurface or physical condition and any delay, disruption, or interference directly resulting from those conditions.

    c. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and

    d. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E, and Article 12.

2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:

    a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas expressly required by the Request for Proposals or Contract Documents, including, without limitation the review required by Paragraph 3.03.A above, to be conducted by or for CMAR prior to CMAR's making such commitment;

    c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or

    d. CMAR failed to give the written notice required by Article 12 and Paragraph 5.04.A.

3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times for differing

subsurface or physical Site conditions under this Paragraph 5.04, then any such adjustment will be set forth in a Change Order.

4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions–Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. CMAR's Responsibilities–The cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:

1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;

4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.

B. Notice by CMAR–If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy and the existence of such Underground Facility, then CMAR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Engineer in writing regarding such Underground Facility.

C. Engineer's Review

1. Engineer will:

a. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or reasonably could not have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas by CMAR expressly required by the Request for Proposals or Contract Documents prior to establishing a GMP with

respect to affected Work, including, without limitation the review required by Paragraph 3.03.A above;

b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;

c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

d. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to CMAR Regarding Underground Facility—Owner will issue a written statement to CMAR (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Engineer's written findings, conclusions, and recommendations in whole or in part..

E. Early Resumption of Work–If at any time Owner or Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Owner's or Engineer's review or Owner's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner, or the Engineer with Owner's approval, may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to request an adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, was not shown or indicated with reasonable accuracy, reasonably could not have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site or contiguous areas by CMAR expressly required by the Request for Proposals or Contract Documents prior to establishing a GMP with respect to affected Work, including, without limitation the review required by Paragraph 3.03.A above, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following limitations:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

b. Any adjustment to the Guaranteed Maximum Price under this Paragraph shall be limited to the reasonable, direct costs incurred by the CMAR due to any such existing Underground Facility and any delay, disruption, or interference directly resulting from such facility;

c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

d. CMAR gave the notice required in Article 12 and Paragraph 5.05.B.

2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times under this Paragraph 5.05, then any such adjustment will be set forth in a Change Order.

3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings:

1. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CMAR may rely:

Report Title	Date of Report	Technical Data
No reports relating to Hazardous Environmental Conditions have been identified at or adjacent to the Site.	N/A	N/A

2. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CMAR may rely:

Drawings Title	Date of Drawings	Technical Data
No drawings relating to Hazardous Environmental Conditions have been identified at or adjacent to the Site.	N/A	N/A

3. Technical Data, if any, is described in such reports and drawings.

B. Reliance by CMAR on Technical Data Authorized–CMAR may rely, if reasonable, upon the accuracy of the Technical Data expressly identified in 5.06.A with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely, if reasonable, on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner or Engineer, or any of their elected officials, officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner and Engineer, and promptly thereafter confirm such notice in writing. Owner may consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. After consulting with Engineer, Owner shall take such actions Owner deems are necessary to permit Owner to obtain required permits and provide CMAR with the written notice under Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 14 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. Not used

J. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify, defend, and hold harmless Owner and its officers, directors, elected officials from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CMAR or by anyone for whom CMAR is responsible, or to a Hazardous Environmental Condition created by CMAR or by anyone for whom CMAR is responsible.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

CMAR shall obtain Bonds and Insurance and perform and satisfy all obligations related thereto as set forth in the Insurance Requirements Exhibit attached to the Agreement.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, using CMAR's best skill and attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without prior written notice to Owner and Engineer except under extraordinary circumstances. The superintendent shall remain on the Project

during the progress of the Work, and for not less than the number of hours and days necessary to complete the Project within the Contract Time. The superintendent shall not be employed on other projects during the course of this Project.

C. CMAR shall ensure that all Suppliers and Subcontractors adhere to the Contract Documents and that they order and provide materials to the jobsite on time, taking into account the current market and delivery conditions. CMAR shall coordinate its Work with that of all persons or entities performing portions of the Work on the Project, including deliveries, storage, installations and construction of utilities.

D. CMAR shall develop and implement a system and procedures for reviewing its own Work and the work of its Subcontractors for defects and deficiencies, including the preparation of all appropriate quality control documentation, to assure that all such defects and deficiencies are discovered and corrected. CMAR shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

7.03 CMAR Services—Key Personnel and Subconsultants

A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed is permissible grounds for Owner's termination of this Contract for cause.

B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed is permissible grounds for Owner's termination of this Contract for cause.

7.04 Quality of CMAR Services

A. The Owner has the right to reject or disapprove any substandard portion of the CMAR Services. Owner will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner.

B. CMAR acknowledges that any review or approval of CMAR Services by the Owner does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

A. Owner may terminate this Contract for Owner's convenience at any point in the CMAR Services.

7.06 Labor; Working Hours

A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site. CMAR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them or who CMAR knows or through diligence should know is not authorized to work under applicable Laws. At no time shall any individual engage in any illegal activities at the site, consume or possess alcoholic beverages at the Site, or use illegal drugs at the Site. CMAR understands and agrees that if its employees or any other person carrying out the Work engage in unsafe, inappropriate, offensive or disorderly conduct or harasses Owner, its guests, employees or patrons, Owner may require CMAR to permanently remove such offending employees from Site.

B. CMAR shall provide or furnish:

1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;

2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and

3. All other construction-related and post-construction services described in the Contract Documents.

C. CMAR shall be fully responsible to Owner and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Owner's and Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.07 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications will expressly run to the benefit of Owner. All manufacturer's warranties for materials and equipment shall be assigned to Owner upon incorporation thereof into the Work, and CMAR shall provide all reasonable assistance to Owner and execute any documents to effect such assignments. If required by Engineer or Owner, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the manufacturer's or Suppliers instructions except as otherwise may be provided in the Contract Documents.

D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 "Or Equals"

A. CMAR's Request; Governing Criteria–Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, CMAR may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer, in consultation with Owner, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:

a. in the exercise of reasonable judgment Engineer, in consultation with Owner, determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.

B. CMAR's Expense–CMAR shall provide all data in support of any proposed "or equal" Item at CMAR's expense.

C. Engineer's Evaluation and Determination–Engineer will be allowed a reasonable time to evaluate each "or-equal" request and consult with Owner. Engineer may require CMAR to furnish additional data about the proposed "or-equal" item. Engineer in consultation with Owner, will be the sole judge of acceptability. No "or-equal" Item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer, in consultation with Owner, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise CMAR in writing of any negative determination.

D. Effect of Engineer's Determination–Neither approval nor denial of an "or-equal" request will result in any change in Guaranteed Maximum Price. The Engineer's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request–If Engineer determines that an Item of equipment or material proposed by CMAR does not qualify as an "or-equal" item, CMAR may request that Engineer consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

A. CMAR's Request; Governing Criteria–Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Engineer authorize the use of other items of equipment or material under the circumstances described below.

B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.

C. The following provisions apply to all substitute requests:

1. CMAR shall submit adequate information as provided below to allow Engineer, in consultation with Owner, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.

2. The requirements for review by Engineer, in consultation with Owner, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Engineer, in consultation with Owner, may decide is appropriate under the circumstances.

3. CMAR shall make written application to Engineer and Owner for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:

a. will certify that the proposed substitute Item will:

1) adequately perform the functions and achieve the results called for by the general design;

2) be similar in substance to the Item specified; and

3) be suited to the same use as the Item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;

2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute Item from the Item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

D. Engineer's Determination–Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require CMAR to furnish additional data about the proposed substitute item. Engineer, in consultation with Owner, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer, in consultation with Owner, determines that the proposed Item is an acceptable substitute.

E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services.

F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:

1. Owner's acceptance of Engineer's determination will be evidenced by a Change Order issued by the Owner accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Engineer will advise CMAR in writing of any negative determination.

2. Special Guarantee–Owner may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.

3. Reimbursement of Review Cost–Owner and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Engineer approves a substitute so proposed or submitted by CMAR, CMAR shall reimburse Owner for the reasonable charges of Owner and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense–CMAR shall provide all data in support of any proposed substitute at CMAR's expense.

5. Effect of Engineer's Determination–If Owner accepts Engineer's determination and approves the substitute request, CMAR shall execute a Change Order and proceed with the substitute. The Owner's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

A. CMAR shall retain Subcontractors and Suppliers for the performance of parts of the Work as provided by the Agreement. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.

D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.

E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the

acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to request an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

I. On a monthly basis, CMAR shall submit to Owner and Engineer a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.

J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.

N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.

O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.

P. Upon receiving a payment from Owner, CMAR shall pay Subcontractors and Suppliers their share of the payment for their work not later than the tenth (10th) day after the date CMAR receives the payment as required by Tex. Gov't Code § 2251.022. CMAR shall ensure Subcontractors and Suppliers similarly comply with their payment obligations under Tex. Gov't Code § 2251.022.

7.11 Patent Fees and Royalties

A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Intentionally Deleted.

C. Indemnification obligations by CMAR under Paragraph 7.21 apply with respect to any infringement or claim of infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.12 Permits

A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. CMAR acknowledges that because Owner is an agency of the State of Texas, materials and services utilized in the construction of the Project may be exempted from state and local taxes and CMAR is responsible for taking full advantage of all tax exemptions applicable to the Project, which are not reimbursable Construction Support Costs and will be deducted from any Applications for Payment to the extent paid.

7.14 Laws and Regulations

A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless the Indemnified Parties costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.

C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.

D. Owner or CMAR may give written notice to the other party after the issuance of a Work Order or after the parties reach agreement on the GMP for the Project of any changes in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

E. CMAR will be required to pay not less than the prevailing wage of the various classes of labor and shall comply will the applicable provisions of Chapter 2258 of the Texas Government Code Title 10. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. CMAR shall post the applicable prevailing wage rate determination in a prominent, easily accessible place at the Project Site as required under the foregoing act. CMAR's payroll records and practices are subject to audit as provided in the Contract Documents to ensure compliance with the Contract.

F. CMAR shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

G. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CMAR agrees that any payments owing to CMAR under the Agreement may be applied directly toward any debt or delinquency that CMAR owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

7.15 Record Documents

A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner.

7.16 Safety and Protection

A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.

E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary signage, warnings, and safeguards for such safety and protection.

F. CMAR shall notify Owner and Engineer; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. CMAR shall inform Owner and Engineer of the specific requirements of CMAR's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.

J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

K. If the Work will involve the digging or use of a trench as defined by Chapter 756 of the Texas Health and Safety Code, the CMAR shall abide by the latest version of the Occupational Safety and Health Administration standards for trench safety in effect at the time of the commencement of the Work. CMAR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the conditions of the Work, the location of utilities, pavement conditions and other relevant factors. Slope-back methods that may result in unnecessary displacement of utilities or destruction of pavement may not be used without permission from the Owner. CMAR shall be responsible for providing to the Owner and Engineer an acceptable trench safety plan signed and sealed by a professional engineer qualified to do such work and registered to practice in Texas. Devices used to provide trench safety such as trench shields and shoring systems shall likewise be certified by a professional engineer registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.

7.17 Hazard Communication Programs

A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.18 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner and Engineer prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner, in consultation with Engineer, determines that a change in the Contract Documents is required because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.

3. With each Shop Drawing or Sample, CMAR shall give Owner and Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples–CMAR shall label and submit Shop Drawings and Samples to Owner and Engineer for Engineer's review in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

   a. CMAR shall submit the number of copies required in the Specifications.

   b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.

2. Samples

   a. CMAR shall submit the number of Samples required in the Specifications.

   b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.

C. Proceeding without Engineer's Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.

D. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.

4. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.

6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.

7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.

8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.

E. Resubmittal Procedures for Shop Drawings and Samples

1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.

2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.

3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.

F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. CMAR shall submit all such Submittals to Owner and Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. A timely review will be made by Engineer of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, CMAR shall confer with Engineer regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.

G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CMAR's General Warranty and Guarantee

A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and Engineer are entitled to rely on CMAR's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:

1. Owner shall give CMAR written notice of any defective Work within a reasonable time of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought as specified therein.

C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or

2. normal wear and tear under normal usage.

D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice. CMAR warrants and guarantees all Work will be performed in a good and workmanlike manner, consistent with the requirements of the Contract Documents, according to construction industry standards, and in compliance with applicable Law.

E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:

1. Observations by Owner or Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The acceptance of CMAR Services without objection;

4. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;

6. Any review and approval of a Shop Drawing or Sample submittal;

7. The issuance of a notice of acceptability by Engineer;

8. The end of the correction period established in Paragraph 15.09;

9. Any inspection, test, or approval by others; or

10. Any correction of defective Work by Owner.

F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

A. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CMAR UNDER THE CONTRACT OR OTHERWISE, CMAR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS ELECTED OFFICIALS AND EMPLOYEES, PAST AND PRESENT IN EACH CASE (THE "OWNER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL REASONABLE FEES AND CHARGES OF CONSTRUCTION MANAGERS, ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF SUCH CMAR SERVICES, WORK, OR OTHER ACTION ("LOSSES") THAT ARE SUFFERED, INCURRED OR SUSTAINED BY ANY OF THE OWNER INDEMNIFIED PARTIES OR TO WHICH ANY OF THE OWNER INDEMNIFIED PARTIES BECOMES SUBJECT, FOR ANY ACTUAL (OR ,FOR PURPOSES OF THE DUTY TO DEFEND, ASSERTED) BODILY INJURY (INCLUDING DEATH) IN CONNECTION WITH THE WORK, INCLUDING CLAIMS AND LOSSES ARISING OUT OF (A) ANY CONDITION OF THE PREMISES, (B) SEPARATE OPERATIONS BEING CONDUCTED ON THE PREMISES, OR (C) THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY CMAR OR ANY OF THE OWNER INDEMNIFIED PARTIES. SUBJECT TO THE APPLICATION OF TEXAS LAW REGARDING INDEMNITY PROVISIONS, IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR PURPOSES OF THIS SECTION, CLAIMS, AND CMAR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE CLAIMS ARISING OUT OF OR RELATED TO ANY MEMBER OF THE OWNER INDEMNIFIED PARTIES' SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT OF ANY NATURE.**

B. **EXCEPT FOR THOSE CLAIMS AND LOSSES WITHIN THE SCOPE OF PARAGRAPH 7.21.A, CMAR WILL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE OWNER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, AS DEFINED IN PART A ABOVE, THAT ARE SUFFERED, INCURRED OR SUSTAINED BY ANY OF THE OWNER INDEMNIFIED PARTIES OR TO WHICH ANY OF THE OWNER INDEMNIFIED PARTIES BECOMES SUBJECT, ARISING OUT OF OR INCIDENT TO THE CONTRACT OR ANY WORK, INCLUDING ANY ACTUAL OR ASSERTED (A) NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF CMAR, ITS SUBCONTRACTORS, CONSULTANTS, SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AND AGENTS, (THE "CMAR GROUP"), (B) FAILURE BY ANY MEMBER OF THE CMAR GROUP TO COMPLY WITH ANY LAW, OR IF ANY WORK (OR ANY PART THEREOF) IS DELAYED OR STOPPED BY ANY GOVERNMENTAL AUTHORITY DUE TO ANY FAILURE BY ANY MEMBER OF THE CMAR GROUP TO COMPLY WITH ANY LAW, (C) BREACH OF ANY OF CMAR'S REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THE AGREEMENT, OR (D) CLAIMS THAT ANY WORK,**

WORK PRODUCT, CMAR INTELLECTUAL PROPERTY, OR SOFTWARE, PROCESSES OR OTHER INTELLECTUAL PROPERTY USED TO PERFORM THE WORK, OR THEIR RECEIPT, POSSESSION OR USE BY OWNER, IN EACH CASE WHETHER ALONE OR IN COMBINATION WITH ANYTHING ELSE, INFRINGES UPON OR MISAPPROPRIATES THE PROPRIETARY RIGHTS OF ANY THIRD PARTY. SUBJECT TO THE APPLICATION OF TEXAS LAW REGARDING INDEMNITY PROVISIONS, IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS SECTION, CLAIMS, AND CMAR'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE CLAIMS ARISING FROM OR RELATED TO ANY OF THE OWNER INDEMNIFIED PARTIES' CONCURRENT NEGLIGENCE. CMAR IS NOT OBLIGATED TO INDEMNIFY THE CITY FOR THE COSTS TO CORRECT OR REPAIR WORK TO THE EXTENT THAT THOSE COSTS ARE FOUND TO BE CAUSED BY ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD UNLESS CMAR IS OTHERWISE RESPONSIBLE FOR THOSE COSTS UNDER OTHER PROVISIONS OF THIS AGREEMENT INCLUDING CMAR'S OBLIGATIONS UNDER SECTION 3.03A.

C. In claims against any person or entity indemnified under this Paragraph 7.21 by any CMAR employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21 will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CMAR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. Other provisions in the Contract Documents containing indemnification obligations shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent possible.

E. The CMAR shall indemnify and hold harmless the Indemnified Parties from and against any costs and expenses (including reasonable attorney's fees) incurred by any of the Indemnified Parties in enforcing any of the CMAR's defense, indemnity, and hold-harmless obligations under this Contract.

7.22 Delegation of Professional Design Services

A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Engineer and Owner for Engineer's review with respect to the Owner-delegated design.

B. CMAR shall cause such Owner-delegated professional design services to be provided with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Engineer and Owner, then such Shop

Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Engineer and Owner.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;
2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.

F. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

7.23 CMAR's Collaboration Responsibilities

A. CMAR acknowledges Owner has selected the Construction-Manager-at-Risk project delivery method because it is a collaborative delivery method and CMAR acknowledges and accepts, as a material term of this Contract, CMAR's obligations to collaborate, which include, but are not limited to, CMAR's acknowledgement of and agreement to comply with the following at all times during the term of this Contract:

1. Notwithstanding anything to the contrary contained in this Contract, Owner and CMAR agree and acknowledge that Owner has entered into this Contract in reliance on CMAR's special and unique construction management abilities to perform its obligations hereunder.
2. CMAR accepts that this Contract establishes a relationship of trust and confidence between it and the Owner. CMAR understands the complexity involved in this type of project and the necessity of coordination of the performance of its Work and CMAR Services with the OPT. In addition to the rights and remedies under this Contract, at law or in equity, the CMAR will expeditiously and cost-effectively perform, or cause to be performed, all CMAR Services and the Work, and in no event later than is required to conform to the Contract Time(s).
3. CMAR will perform the CMAR Services and the Work with that degree of professional skill and care practiced by similar firms, using similar collaborative project planning methods, and having industry leading knowledge and skill engaged in providing similar services for major construction projects of comparable value in the United States under the same or similar circumstances.
4. CMAR will furnish efficient business administration and superintendence and perform the CMAR Services and the Work in such manner as to provide Owner the best value.

CMAR will employ and exercise the professional judgment of its experienced and qualified construction professionals to further Owner's interests and provide Owner confidence that the Project will be completed in conformity with the design concepts and construction requirements established by the OPT, and it is the intention of the parties that the CMAR will, at all times, act in the Owner's and Project's best interests with respect to the performance of the CMAR Services and all aspects of the Work. CMAR will always exercise exclusive direction and control, and is and will be responsible for proper supervision of all its personnel and all Subcontractors while present on the Site or otherwise performing Work or CMAR Services for the Project.

B. These obligations to collaborate will not, however, be deemed to alter or expand the CMAR's common law duty to Owner with respect to liability for, or the duty to indemnify, defend or hold Owner harmless under the indemnity provisions in this Contract, with respect to Claims or liability for bodily injury or property damage, for which the collaboration responsibilities will be deemed and construed to be no greater than that imposed upon the CMAR by common law.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site and CMAR acknowledges Owner will be performing other work at or adjacent to the Site during the term of the Contract. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.

C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.

F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3 as a Force Majeure event if outside of CMAR's reasonable control.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, request an adjustment in the Guaranteed Maximum Price for the reasonable, direct costs incurred due to such damage. CMAR must submit any Change Proposal seeking an adjustment in the Guaranteed Maximum Price under this paragraph within 14 days of the event. The entitlement to, and extent of, any such adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations. When applicable, any such adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E. CMAR's entitlement to request an adjustment in the Contract Times for a delay or disruption caused by Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work is subject to the applicable provisions of Paragraph 4.05 and Article 12.

B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or

utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.

C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CMAR, Owner, or Engineer, then (1) CMAR shall promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) CMAR's indemnity obligations under Paragraph 7.21 shall apply.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR directly or through the Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall furnish the data required of Owner under the Contract Documents.

9.04 Pay CMAR

A. Owner shall make payments to CMAR when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Owner's Tasks in Support of CMAR Services

A. Owner shall provide CMAR with criteria and information as to Owner's requirements for the Project including any drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. CMAR may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to the Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services. Notwithstanding the foregoing, CMAR may not rely upon such information or any other information provided by or on behalf of the Owner when CMAR knows or reasonably should know that the information is inaccurate, inadequate, incomplete, or otherwise unfit for its intended purpose. The Owner makes no representation or warranty that any information provided to CMAR by or on behalf of the Owner is accurate, correct, complete, fit for its intended purpose or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties.

B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by the Agreement.

C. Owner shall use reasonable efforts to arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a reasonable time.

E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants Owner desires for the Project, but not provided by the CMAR.

F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation.

9.10 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Intentionally Deleted.

9.13 Safety Programs

A. While at the Site, Owner's employees and representatives will reasonably comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF ENGINEER DURING CONSTRUCTION

10.01 Engineer

A. The general duties, responsibilities, and the limitations of authority of Engineer during construction are set forth below.

10.02 Visits to Site

A. Engineer will either be based at the Site or make visits to the Site on a regular basis. Engineer will observe the Work; check the quality, quantity, and progress of the Work; implement a quality control and assurance program; and perform functions to administer certain portions of the Contract specified therein.

B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner regarding information obtained during such Site visits and observations.

C. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.04. Particularly, but without limitation, during or as a result of Engineer's visits or observations of CMAR's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.19.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from CMAR in response to Owner's delegation (if any) to CMAR of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR for Owner's review and approval as set forth in Paragraph 13.02.

10.06 Decisions on Requirements of Design Documents and Acceptability of Work; Exercise of Authority

A. Engineer will render decisions regarding the requirements of the Design Documents as provided in Article 3. Engineer will judge the acceptability of the Work as permitted in Article 14.

B. Owner may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.07 Limitations on Owner's and Engineer's Authority and Responsibilities

A. Neither Owner's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither Owner nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

C. Neither Owner nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contact Documents or a change in any time period provided for in the Contact Documents. No action, conduct, omission, prior failure or course of dealing by the Owner shall act to waive, modify, or alter the requirement that a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order must be in writing and signed by the Owner. This provision supersedes all other provisions in the Contract Documents that provide methods for effecting changes in the Work.

B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.

D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, may be supported by Engineer's recommendation.

11.02 Change Orders

A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:

1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work

involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and

3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A and Owner has signed the Change Order, it will be deemed to be of full force and effect, as if fully executed.

C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:

1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;

2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

D. If the Change Order increases the Guaranteed Maximum Price without increasing the Contract Time(s) it shall not include any Construction Support Costs.

E. Except as otherwise conspicuously and unambiguously stated on the face of the respective Change Order, Change Orders signed by both Owner and CMAR shall constitute a full and final settlement of all matters that are the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change in the Work and any and all adjustments to the GMP and Contract Time, as permitted under Tex. Gov't Code, Chapter 2260.

11.03 Work Change Directives

A. A Work Change Directive will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

B. If Owner has issued a Work Change Directive and CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 7 days after the completion of the Work set out in the Work Change Directive. If Owner disagrees with CMAR's request either party may initiate a Claim.

11.04 Field Orders

A. Owner, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order, which shall be in writing, and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.

B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein within 7 days of the Field Order.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to or approval from any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09 and Paragraph 4.05 where applicable. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content—CMAR shall submit a Change Proposal to Owner and Engineer to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:

1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to Article 6 of the Agreement.

2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.

4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.

C. Change Proposal Procedures

1. Submittal—CMAR shall submit each Change Proposal to Owner and Engineer within 30 days after the start of the event giving rise thereto.

2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Engineer and Owner with such Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.

3. Engineer's Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and advising Owner regarding the Change Proposal, then Engineer may request that CMAR submit such additional supporting data by a date specified by Engineer, prior to Engineer advising Owner on its full review of the Change Proposal.

4. Owner's Review and Action on the Change Proposal: Upon receipt of Engineer's advice regarding CMAR's Change Proposal, Owner may request that CMAR submit additional supporting data Owner determines is needed for Owner to conduct a full review and make a decision regarding the Change Proposal. Upon receipt of CMAR's supporting data (including any additional data requested by Owner), Owner will conduct a full review of each Change Proposal and, within a reasonable time after such receipt of the CMAR's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to CMAR. If Owner does not take action on the Change Proposal within 30 days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision: Owner's decision is final and binding upon CMAR, unless CMAR appeals the decision by filing a Claim under Article 12.

D. Post-Completion—CMAR shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:

1. Appeals by CMAR of Owner's decisions regarding Change Proposals;

2. Any demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents provided the party making the demand has complied

with all contractual notice requirements in applicable sections of the Contract Documents; and

3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.

B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but no later than 21 days after the party recognizes the condition giving rise to the Claim. In the case of appeals regarding Change Proposals, CMAR shall submit such Claims within 7 days of the decision under appeal. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim (including the days and amounts) is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the amount to which CMAR is entitled under the Contract Documents. CMAR's strict compliance with the Claim submittal procedures set forth in Paragraph 12.01 shall be considered a condition precedent to the CMAR's entitlement to its relief for any Claim under the Contract Documents.

C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may in writing unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.

E. Partial Approval—If a Claim is only partially approved, such action will be final and binding unless within 30 days of such action unless the other party gives written notice to the denying party of the intent to submit the dispute to mediation or to a court of competent jurisdiction.

F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 60 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. Owner's denial of CMAR's Claim will be final and binding unless CMAR gives written notice to Owner of the intent to submit the dispute to mediation or to a court of competent jurisdiction within 30 days of the denial.

G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

A. CMAR shall include in the GMP all allowances stated in the Contract Documents. Each allowance item shall contain a detailed breakdown of the assumptions for each allowance, including assumptions pertaining to quantity, quality, assembly factors and inclusion or exclusion of costs. By inclusion of allowance items in the GMP, CMAR represents and warrants to Owner that each such allowance is a reasonable estimate, using CMAR's skill and professional judgment, of the cost pertaining to such allowance item taking into account: (a) the Drawings and Specifications and other information existing at the time the allowance is determined; (b) the labor and material standards and construction means, methods and techniques prevailing in the industry for first class construction; and (c) the level of labor and material costs generally prevailing in the locality of the Project at the time the allowance is determined. Where an allowance item has been provided to CMAR by Owner, CMAR shall review such allowance item, and before including such allowance item in the GMP, determine to the best of CMAR's knowledge and professional judgement, that the cost pertaining to such allowance item is a reasonable estimate taking into account the above criteria. If requested by Owner, CMAR shall provide Owner with a written explanation of how each allowance was determined.

B. Cash Allowances—CMAR agrees that:

1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes, excluding taxes from which Owner and/or the Project are exempt; and

2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by CMAR or such Subcontractor providing the unit price, as applicable, to be adequate to cover CMAR's, or such Subcontractor's, as applicable, overhead and profit for each separately identified item. Notwithstanding the foregoing, with respect to any CMAR self-performed Work, each unit price shall set forth CMAR's actual cost and CMAR's overhead and profit on such unit price shall be included in CMAR's Fee.

D. Engineer will initially determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Engineer will review with CMAR the Engineer's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Engineer's written decision thereon will be final and binding except as modified by Engineer to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.

E. Adjustments in Unit Price

1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:

a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and

b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. CMAR shall give Owner and Engineer timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs

incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner and Engineer the required certificates of inspection or approval.

D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Engineer, CMAR shall, if requested by Engineer or Owner, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Engineer and Owner timely notice of CMAR's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.

B. Engineer's and Owner's Authority— Engineer has the authority to determine whether Work is defective, and, in consultation with the Owner, to reject defective Work. Owner has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects—Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to CMAR. Prompt written notice of all defective Work of which CMAR has actual knowledge will be given to Owner and Engineer.

D. Correction, or Removal and Replacement—Promptly after knowledge of or receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so in writing. If such acceptance occurs prior to final payment, such acceptance shall be subject to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Each of Engineer and Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer or Owner, then CMAR shall, if requested by Engineer or Owner, uncover such Work for Owner's or Engineer's observation, and then replace the covering, all at CMAR's expense.

C. If Engineer or Owner considers it necessary or advisable that covered Work be observed by Owner or Engineer, or inspected or tested by others, then Owner or Engineer will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Owner may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price for the actual, direct costs incurred and substantiated or an extension of the Contract Times for actual impacts to the critical path schedule directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 7 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. CMAR shall have no right or claim against Owner for an extension of Contract Times or increase in Guaranteed Maximum Price for the resulting delay. This right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If CMAR fails within a reasonable time after written notice from Owner or Engineer to correct defective Work, or to remove and replace defective Work as required by Owner or Engineer, then Owner may, after 7 days' written notice to CMAR or such shorter time as may be reasonable under the circumstances, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed reasonably promptly. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

Except as modified in a Work Authorization, Progress Payments shall be governed by this Section 15.02.

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Engineer a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.

2. CMAR shall submit a schedule of values to the Engineer before the first Application for Payment, allocating the entire Contract Price to the various portions of the Work ("Schedule of Values"). The Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Engineer or Owner, and if approved in writing by Owner, the Schedule of Values will serve as the basis for progress payments and will be incorporated by Engineer into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. By the last day of the month, but not more often than once a month, CMAR shall submit to Engineer for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. In addition to other required items, each Application for Payment shall be accompanied by the following documentation, statements and information, in form and substance reasonably satisfactory to the Owner and in compliance with applicable state statutes:

a. a statement, under oath, by CMAR that all bills or obligations incurred by CMAR, for which previous Applications for Payment have been submitted and paid by Owner, have been paid by CMAR, or, if any bill or obligation remains outstanding, the statement shall fully disclose the outstanding bill or obligation by stating the name of the person or entity to whom the bill or obligation remains outstanding, the amount of the outstanding bill or obligation, and the reason why such bill or obligation has not been paid; CMAR's sworn statement must include CMAR's Subcontractor list in Excel electronic format and must reflect the amount of Change Orders entered into, by CMAR with Subcontractors;

b. a duly executed Conditional Waiver and Release on Progress Payment (as shown in Exhibit F-1 attached to the Agreement) from the CMAR and each Subcontractor

and Supplier waiving all liens and claims for payment for the Work covered by the Application for Payment being submitted conditioned upon receipt of payment;

c. for any payments made by Owner to CMAR at least seven days prior to submission of the pending Application for Payment ("Prior Payments"), a duly executed Unconditional Waiver and Release on Progress Payment (as shown in Exhibit F-2 attached to the Agreement) from each Subcontractor waiving all liens or claims for payment for the Work covered by such Prior Payments;

d. for any payments made by Owner to CMAR prior to submission of the pending Application for Payment a duly executed Unconditional Waiver and Release on Progress Payment (as shown in Exhibit F-2 attached to the Agreement) from CMAR waiving all liens or claims for payment for the Work covered by the previous Application for Payment; and

e. such other reasonable information, documentation, and material as the Owner or Owner's lender of any may request. Owner shall furnish to CMAR any policies, procedures, or other requirements of Owner, or any construction finance lender or lenders needed to approve and/or authorize payments to CMAR.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

5. Each Application for Payment will constitute a representation by CMAR that:

a. the Work has progressed to the point indicated;

b. the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, and any other qualifications stated in the Application for Payment, provided that such qualifications shall not obligate Owner to pay for Work not yet completed in accordance with the Contract Documents; and

c. the conditions precedent to CMAR's being entitled to such payment have been fulfilled.

C. Review of Applications

1. Engineer will, within 20 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Engineer's reasons for refusing to recommend payment for all or a portion of the Application for Payment. In the latter case, CMAR may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's (a) observations of the executed Work, and (b) review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information, and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and

    c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.

4. Neither Engineer's review of CMAR's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;

    d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner if the statements in Paragraph 15.02.C.2 cannot be made to Engineer's knowledge, information, and belief.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents;

   f. Engineer in good faith determines that the portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Price then remaining unpaid is determined by Owner to be sufficient to so complete the Work; provided however, this provision shall not apply if the shortfall is due to Owner's failure to make timely payment to CMAR of undisputed amounts;

   g. CMAR has failed, or Engineer is made aware that CMAR has failed, to make payments promptly to Suppliers or Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of the Agreement and the General Conditions.

D. Payment Becomes Due

1. Subject to Paragraph 15.02.E below, payments of amounts approved by Owner are due and payable thirty (30) days from the date the Owner receives the certified Application for Payment from CMAR.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) based on Engineer's review of the Application for Payment, and notwithstanding any provisions in the Contract Documents to the contrary, Owner is entitled to impose a set-off against or withhold payment based on any of the following:

   a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace

injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. CMAR has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is nonconforming, defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;

j. CMAR is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;

k. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

l. CMAR fails to provide the above-required affidavits, releases and waivers of liens and claims, or Liens have been filed or asserted in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

m. Claims have been made or costs have been incurred arising from CMAR Services;

n. CMAR has failed, or Owner has a reasonable belief that CMAR has failed, to make payments promptly, or in the time required by Texas Government Code Chapter 2251, to Suppliers or Subcontractors for material or labor used in the Work for which the Owner has made payment to the CMAR per the terms of the Agreement and the General Conditions;

o. Owner in good faith determines that the portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due CMAR hereunder unless and until CMAR, at its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Price then remaining unpaid is determined by Owner to be sufficient to so complete the Work; provided however, this provision shall not apply if the shortfall is due to Owner's failure to make timely payment to CMAR of undisputed amounts; or

p. There is reasonable doubt about whether CMAR will complete the Work within the Contract Times; or

q. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, Owner will give CMAR prompt written notice stating the reasons for such action and the specific amount of the reduction, and pay CMAR any amount remaining after deduction of the amount so withheld in accordance with the terms of this Article. Owner shall pay CMAR in Owner's next payment of an Application for Payment the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.

F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

Except as modified in a Work Authorization, Substantial Completion will be governed by this Paragraph 15.04 and Paragraph 15.05.

A. When CMAR considers the entire Work for the Project is ready for its intended use CMAR shall notify Owner and Engineer in writing that such Work is substantially complete and request that Engineer, issue a certificate of Substantial Completion for the Project. CMAR shall at the same time submit to Owner and Engineer CMAR's proposed comprehensive punch list of items to be completed or corrected before final payment. Failure to include an item on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.

B. Promptly after CMAR's notification, Owner, CMAR, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Engineer, will notify CMAR in writing, giving the reasons for the determination. After completion or correction of such deficiency, CMAR must again notify Owner and Engineer for reinspection, and submit another request that Engineer issue a certificate of Substantial Completion. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Owner or Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CMAR to Owner. If CMAR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

C. If Engineer deems the Work substantially complete, Engineer, after consultation with Owner, will issue a certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer will attach to the certificate Engineer's punch list of items to be completed or corrected before final payment.

D. At the time of issuance of the certificate of Substantial Completion, Owner may use and occupy the Work, and Owner and CMAR will review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. CMAR shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities until Owner's use or occupancy of the Work.

E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

A. Prior to Substantial Completion of all the Work for the entire Project, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner and Engineer agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may use or occupy any such part of the Work that Owner believes to be substantially complete. Engineer will inspect that part of the Work to determine its status of completion and if Engineer agrees that such part of the Work is substantially complete, CMAR, Owner, and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and CMAR in writing, giving the reasons for its determination.

2. At any time, CMAR may notify Owner and Engineer in writing that CMAR considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after CMAR makes a request pursuant to Paragraph 15.05.A.2 above, Owner, CMAR, and Engineer will inspect that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and CMAR in writing, giving the reasons for its determination. If Engineer considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the division of responsibility, and access.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 6 and the Insurance Requirements Exhibit to the Agreement regarding builder's risk or other property insurance.

5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner and Engineer in writing that such authorized Work is substantially complete and request that Engineer issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner and Engineer the CMAR's proposed comprehensive punch list of items to be completed or corrected before such authorized Work is deemed complete.

2. CMAR, Owner, and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for such authorized Work.

3. The determination of a date of Substantial Completion for such authorized Work under a specific Work Authorization under this Paragraph 15.05.B or part of Work under Paragraph 15.05.A will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection

A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Engineer determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.

2. The final Application for Payment must be accompanied, except as previously delivered by:

   a. all documentation required by the Contract Documents, including required certifications;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work, the form of which are attached as Exhibit F-3 and Exhibit F-4 to the Agreement;

   f. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, the form of which is attached after Exhibit F-4 to the Agreement;

   g. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;

   h. a written statement that the CMAR knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

   i. documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties;

   j. a certificate from the CMAR that it has performed all of its obligations under the Contract;

   k. a final, unconditional certificate of occupancy and all construction-related approvals, licenses and requirements for the Project or Work Package, as applicable, enabling it to be occupied and operated for its intended use, unless such certificates have not been issued solely as a result of the acts or omissions of the Owner;

   l. certification that all of the requirements for Substantial Completion under Paragraph 15.04 have been met and all Work, including all punch list items, has been fully and finally completed;

   m. a complete list of all Subcontractors and Suppliers, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project;

   n. digital files of all maintenance and operating manuals;

   o. digital files of all written guarantees and warranties in the form prescribed in the Contract Documents; and

   p. one digital file copy of all other documents as the Owner may reasonably require, which may include, without limitation, those record documents described in Paragraph 7.15 above.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

B. Engineer's Review of Final Application and Recommendation of Payment—If, on the basis of Engineer's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.

C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and CMAR that the Work is acceptable to Engineer, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.

D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of Notice of Acceptability of the Work and Owner's approval of same.

E. Final Payment Becomes Due—Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall reject or approve such final Application for Payment, and shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Upon Owner's approval of the final Application for Payment, as may be adjusted in accordance with this paragraph, Owner shall pay the resulting balance due to CMAR within 30 days of Owner's receipt of the final Application for Payment from Engineer with all required supporting documentation.

15.08 Waiver of Claims

A. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters CMAR identifies in writing to Owner as of the date of the request for final payment.

15.09 Correction Period

A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner and Engineer to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

B. If within two years after the date of Final Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special

guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. return to the Site with Owner and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
2. consult with Owner and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
3. correct the defective repairs to the Site or such adjacent areas;
4. correct such defective Work;
5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

C. If, after receipt of a notice of defect within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B.

D. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Engineer. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to request an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension lasting longer than 60 consecutive days. Notwithstanding the foregoing, any pause in Work (whether between Work Packages or otherwise) that is

provided for in the Progress Schedule shall not be a suspension and shall not be applicable to such 60-consecutive day period. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work. CMAR shall not be entitled to an adjustment in Contract Price or Contract Time to the extent that (i) performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which CMAR is responsible; or (ii) an adjustment is made or denied under another provision of the Contract.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:

1. CMAR's failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;

2. CMAR's failure to perform or otherwise to comply with a material term of the Contract Documents, or CMAR's anticipatory breach or repudiation of the Contract;

3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction;

4. CMAR becomes insolvent, files a Petition in Bankruptcy, or is adjudicated bankrupt, or makes a general assignment to the benefit of its creditors, or cannot pay its debts as they generally become due; or

5. CMAR's disregard of the authority of Owner or Engineer; or

6. CMAR's failure to make payment to Subcontractors or Suppliers in accordance with the respective agreements between CMAR and the Subcontractors or Suppliers.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 7 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract may, without prejudice to any other rights or remedies of the Owner, proceed to

1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated, enforce the rights available to Owner under this Agreement and any applicable performance bond. If a performance or maintenance or warranty bond is required under the Contract, Owner requires CMAR's surety to complete the remaining Work in accordance with the terms of the original Contract. A completing contractor will be considered a subcontractor of the surety. Owner reserves the right to approve or reject proposed subcontractors. Work may resume after Owner receives and approves certificates of insurance required under Paragraph 6.02 above. Such certificates of insurance may be issued in the name of the completing contractor. The surety is responsible for making every effort to expedite the resumption of Work and completion of the Contract. Owner may complete the Work using any or all materials at the work locations it deems suitable and acceptable. Any costs incurred by Owner for the completion of the Work under the Contract will be the responsibility of the surety. Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the Work after the default, all payments will be made to the surety. All costs and charges incurred by Owner as a result of the default, including, without limitation, the cost of completing the Work under the Contract, costs for other work

Owner deems necessary, and any applicable liquidated damages or disincentives will be deducted from money due to CMAR for completed portions of Work. If these costs exceed the sum that would have been payable to CMAR under the Contract, the surety will be liable and pay Owner the balance of these costs in excess of the Contract Price. In case the costs incurred by Owner are less than the amount that would have been payable under the Contract if the Work had been completed by CMAR, Owner will be entitled to retain the difference.

C. Subject to the terms and operation of any applicable performance bond and surety's prior rights, if Owner has terminated the Contract for cause, Owner may:

1. Exclude the CMAR from the Site, and take possession of, equipment, tools, and construction equipment and machinery thereon owned by the CMAR;

2. Accept assignment of subcontracts pursuant to the Contract Documents; and

3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the CMAR, the Owner shall furnish to the CMAR a detailed accounting of the costs incurred by the Owner in finishing the Work.

D. Notwithstanding the foregoing, if Owner reasonably determines that CMAR's acts or omissions pose an immediate and substantial threat or danger of injury to persons or damage to the Work or other property, Owner may, without prejudice to any other rights or remedies granted by this Contract or by law, immediately suspend CMAR's performance of the Work, take immediate possession of the Project Site, take such further action reasonably necessary to prevent, mitigate against, remove, or repair such threat or damage, and deduct such costs and expenses it reasonably incurs from any sums due and owing to the CMAR or, in the absence thereof, to recover such costs and expenses from the CMAR.

E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. Upon receipt of any such written notice of termination of the right to proceed, the CMAR shall, at its expense, for that Work affected by any such termination:

1. Make an inventory of all materials and equipment in storage at the Site, in route to the Site, in storage or manufacture away from the Site, and on order from Suppliers;

2. Upon Owner's written instruction, assign to the Owner, subcontracts, supply contracts, and equipment rental agreements all as designated by the Owner;

3. Remove from the Site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the Owner to be used by the Owner in completing such Work;

4. Promptly provide to Owner any and all records, plans, drawings, data, permits, specifications, sketches, reports and other information relating to the terminated Work;

5. Transfer to Owner all data and information contained within the project management software.

If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages, including but not limited to all fees and charges of Owner's advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CMAR. If the cost to complete the Work including such

related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.

If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of Paragraph 16.02.B will govern over any inconsistent provisions of that bond.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to CMAR, Owner may immediately, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract in whole or in part for Owner's convenience. In such case, CMAR shall be paid for without duplication of any items:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
2. reasonable expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
3. reasonable costs of demobilization incurred by CMAR and reasonable amounts incurred in settlement of terminated subcontracts.

B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

C. If Owner terminates the Contract under Paragraph 16.02 but it should be determined that CMAR was not in default hereunder, then such termination shall be deemed, as of the date made, to have been made for convenience under Paragraph 16.03.

D. Upon receipt of notice from the Owner of such termination for the Owner's convenience, CMAR shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

16.04 Contingent Assignment of Subcontracts and Purchase Orders

A. Each subcontract and purchase order for a portion of the Work, including all contracts with Subcontractors will expressly provide that such agreement is assigned by CMAR to Owner, provided that:

1. Assignment is effective after any termination of the Contract by Owner and only for those agreements that Owner accepts by notifying the Subcontractor and CMAR in writing, which notice shall be made by Owner to CMAR no later than forty-five (45) days after the termination is effective; and

2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

B. When Owner accepts assignment of an agreement under this Paragraph, the Owner assumes the CMAR's rights and obligations following such assignment under such agreement. Assignment does not relieve CMAR of its obligations under the assigned agreement or the Contract Documents, nor shall any assignment be deemed a waiver by Owner of any action or claim that Owner could assert against CMAR.

C. If the Work in connection with a subcontract or purchase order has been suspended for more than ninety (90) days after termination of the Contract by Owner and Owner accepts assignment of such agreement, and such termination is not due in whole or in part to any breach of contract or negligence of the Subcontractor, then the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such party as a result of the suspension, if requested and appropriate.

D. Upon assignment to the Owner pursuant to this Paragraph 16.04, Owner may further assign the subject agreement to a successor construction manager-at-risk or other entity.

E. Owner shall have the right to request from any Subcontractor at any time during the course of the Work, a notarized affidavit stating the amount of monies which have been paid to the party as of any certain stipulated date.

F. Each agreement shall specifically provide that Owner shall only be responsible to the Subcontractor for those services and materials furnished and approved by Owner subsequent to Owner's exercise of any rights under this conditional assignment.

16.05 CMAR May Stop Work or Terminate

A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 60 days' written notice to Owner, and provided Owner has not taken reasonable steps to remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03. In no event shall Owner be liable for lost profits, lost opportunity costs, overhead, or any other costs incurred by reason of the termination.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 30 days after providing written notice to Owner of such failure, stop the Work until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph.

ARTICLE 17—MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 Computation of Times

A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Limitation of Damages

A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

B. Except for third-party indemnity obligations, fraud, willful misconduct, amounts covered by insurance required by the Contract, and the exception in Section 15.2.A.3 and 15.2.A.4 of the Agreement, neither party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages, including lost profits, lost revenue, loss of use, loss of financing, loss of business opportunity, or damages on or in connection with any other project or anticipated project other than this Project.

17.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

17.07 Controlling Law

A. This Contract is to be governed by the law of the State of Texas without regard to conflicts of laws that would apply the laws of a different jurisdiction.

17.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.09 Successors and Assigns

A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.10 Headings

A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.11 Interpretation

A. The parties expressly agree that this Contract was jointly drafted, and that both parties had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

17.12 CMAR's Additional Representations

A. CMAR and the person or persons executing the Agreement on behalf of CMAR, or representing themselves as executing the Agreement on behalf of CMAR (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

1. https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
2. https://comptroller.texas.gov/purchasing/docs/iran-list.pdf; or
3. https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

B. Pursuant to Section 2271.002, Texas Government Code, if CMAR has ten or more full-time employees and the Agreement is for goods and services and is valued at or above $100,000, and is to be paid wholly or partly by public funds, then CMAR hereby represents that it does not boycott Israel and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

C. Pursuant Section 2274.002 and any other relevant provisions of the Texas Government Code, if the CMAR has ten or more full-time employees and this Contract is for goods or services valued at or above $100,000, and is to be paid wholly or partly by public funds, then CMAR verifies that it does not (i) have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the Contract. As used in the immediately preceding sentence, "firearm entity", "firearm trade association", and discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

D. Pursuant to Chapter 809, Texas Government Code, CMAR represents that CMAR does not boycott those energy companies identified in Tex. Gov't. Code § 809.01(1) and will not boycott such energy companies during the term of the Contract.

E. By executing the Agreement, CMAR certifies that it is not owned by nor is the majority of the CMAR's stock or other ownership interest held or controlled by the government or citizens of the following countries: China, Iran, North Korea, Russia, and any other country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103, Texas Government Code, as amended (the "Prohibited Countries"). As used in the immediately preceding sentence, "critical infrastructure" shall have the meaning given such term in Section 2275.0101, Texas Government Code. CMAR further certifies that it is not owned, held, or controlled by any company or governmental entity controlled by or headquartered in the Prohibited Countries. The foregoing prohibitions apply regardless of whether the CMAR's securities are publicly traded or whether the CMAR is listed on a public stock exchange.

EXHIBIT C–INSURANCE EXHIBIT

This Exhibit C is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

ARTICLE 1—BONDS AND INSURANCE

1.01 Performance, Payment, Security and Other Bonds

A. Security Bond—When CMAR delivers the signed counterparts of the Agreement to the Owner, CMAR shall deliver, within ten (10) days of signing the Agreement, a security bond on the form required by Owner in accordance with the terms provided herein ("Security Bond"). Such Security Bond shall remain in full force and effect until a binding GMP for the entirety of the Work of the Project is established and payment and performance bonds covering the entirety of the Work for the Project have been delivered to the Owner as required by Paragraph 1.01.B of this Exhibit.

B. No later than the execution of the first Work Authorization for a Work Package(s), or Owner's acceptance of the GMP Proposal for the Project if earlier, the CMAR shall furnish a performance bond and a payment bond as required by Chapter 2253 of the Texas Government Code, each with a penal sum in an amount at least equal to the GMP covered by such Work Authorization or the Guaranteed Maximum Price for the Project, as applicable, as security for the faithful performance and payment of CMAR's obligations under the Contract. The performance and payment bonds shall be increased as additional Work Authorizations are executed such that the penal sums of the performance and payment bonds are always equal to the total GMPs of all Work Authorizations executed for the Project, including any modifications thereto. Upon delivery of, or increase to, the performance and payment bonds as required for an executed Work Authorization, the Security Bond shall be accordingly decreased by the amount of the penal sum of the performance and payment bonds or increase thereto. Should the GMP of any Work Authorization be amended by Change Order or otherwise, the penal sum of the performance and payment bonds shall be amended such that the penal sum is always equal to the total GMP of all executed Work Authorizations for the Project. The performance and payment bonds must remain in effect until Final Completion, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Owner's Construction Budget.

IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CMAR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES OWNER INCURS AS A RESULT.

C. CMAR shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.

D. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner except as provided otherwise by Laws or Regulations. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

E. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the State of Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code, to issue bonds in the required amounts.

F. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

G. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner's termination rights under Article 16 of the General Conditions.

H. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

I. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.

J. CMAR acknowledges that the Owner is a municipality and that the property that the Project will occupy is publicly owned. As such, neither CMAR nor any Subcontractor or Supplier may file, assert, or obtain a mechanic's or other lien against the Project or any property of the Owner. CMAR shall provide each Subcontractor and Supplier a copy of the payment bond CMAR obtained for this Project at the time the subcontract is executed.

K. CMAR shall provide a warranty/maintenance bond from a company or companies qualified to issue a payment or performance bond pursuant to Chapter 2253 of the Texas Government Code. The amount of said bond shall be equal to a minimum of ten percent (10%) of the Contract Price, as may be adjusted as provided in an accepted GMP Proposal. The bond shall be provided on Owner's forms and shall be issued by the same surety that issues the payment and performance bonds for the Project and shall be for the duration of the correction period after Final Completion provided in Paragraph 15.09 of the General Conditions.

L. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O of the General Conditions.

1.02 Insurance—General Provisions

A. Owner and CMAR shall obtain and maintain insurance as required in this Exhibit and in the Supplementary Conditions to the Contract, if any.

B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M.

Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

C. Alternative forms of insurance coverage, including but not limited to self-insurance, insurance through a captive insurer owned or controlled by CMAR, and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract and all costs associated therewith are not reimbursable under the Contract, unless expressly allowed in the Supplementary Conditions.

D. CMAR shall deliver to Owner certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Not used

F. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of CMAR's obligation to obtain, and maintain such insurance.

G. Except with Owner's written approval, and without limiting any of the other obligations or liabilities of CMAR, CMAR shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown in Paragraph 1.03 below except for professional liability, with the Owner and other Indemnified Parties identified in the Contract as additional insureds on such policies to the extent that CMAR is required to name Owner and such Indemnified Parties as additional insureds on CMAR's coverage; provided, however, that the minimum limit by Subcontractors for their Excess Liability shall be $1,000,000 per occurrence and general aggregate on subcontracts with an aggregate value less than $1,000,000 (inclusive of all Change Orders) and $5,000,000 per occurrence and aggregate for all other Subcontractors. As an alternative, CMAR may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. CMAR's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that CMAR agrees to provide workers' compensation for Subcontractors and their employees. CMAR shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. CMAR must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

1. If a Subcontractor will provide design, engineering, or other similar professional services under this Contract, as the result of a delegation of professional design responsibilities or otherwise, then CMAR shall require that such Subcontractor purchases and maintains

applicable professional liability insurance as is required of CMAR in Paragraph 1.03.M below. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.

H. If CMAR does not purchase or maintain the insurance required of it by the Contract, CMAR shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.

I. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16 of the General Conditions.

J. Without prejudice to any other right or remedy, if CMAR (or a Subcontractor) has failed to obtain required insurance, Owner may elect, but is in no way obligated, to obtain equivalent insurance to protect its interests at the expense of CMAR, and the Contract Price will be adjusted accordingly. Further, CMAR shall bear all costs attributable to such failure, including, but not limited to, the foregoing costs described in this paragraph.

K. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.

L. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

M. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder and Owner. Within two business days of receipt of any such written notice or changed endorsement, the purchasing policyholder must provide a copy of the notice to Owner and each other insured.

1.03 CMAR's Insurance

A. Required Insurance–CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance specified in this Paragraph 1.03 and Paragraph 1.04 and pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions–The policies of insurance required by this Paragraph 1.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least through the maximum period of exposure under the applicable statute of repose, except for Automobile Liability and Worker's Compensation which shall remain until the Work is complete, as set forth in Paragraph 15.07.D of the General

Conditions, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable;
5. include all necessary endorsements to support the stated requirements;
6. be primary with respect to any insurance or self insurance carried by Owner for liability arising out of operations under the Contract;
7. include a waiver of subrogation in favor of Owner.

C. Additional Insureds–The CMAR's commercial general liability, automobile liability, umbrella or excess, asbestos abatement liability, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and its officials, directors, employees, representatives, and volunteers, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

D. Workers' Compensation and Employer's Liability—CMAR shall purchase and maintain Workers' Compensation Insurance with statutory coverage as required in the State of Texas in connection with the performance of the Work and Employers' Liability Insurance. All Workers' Compensation Insurance shall satisfy all requirements of Paragraph 1.07 below. The minimum limits required for the employer's liability insurance are as follows:

Workers' Compensation and Employer's Liability	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Disease each employee	$1,000,000
Disease policy limit	$1,000,000

Policies must include (a) other States' endorsement to include Texas if CMAR business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.

E. Commercial General Liability (Claims Covered)—CMAR shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CMAR, including, but not limited to, the liability assumed under the indemnification provisions of this Contract, on an "occurrence" basis, against damages because of bodily injury, sickness or disease, or death of any person other than CMAR's employees.

F. Commercial General Liability (Form and Content)—CMAR's commercial liability policy shall be written on an ISO commercial general liability form (occurrence form) CG 00 01 04 13 or equivalent. The policy shall not include any type of subsidence or earth movement exclusion; classification or business description limitation endorsement; or punitive, exemplary or multiplied damages exclusion. Such insurance shall include the following coverages and endorsements:

1. Products and completed operations coverage:

    a. Such insurance shall be maintained through the later of ten (10) years after completion of the Work or until expiration of the maximum period of exposure under the applicable statute of repose.

    b. CMAR shall furnish Owner and each other additional insured (as identified in the Contract) evidence of continuation of such insurance at final payment and through the statute of repose thereafter.

2. Contractual coverage, including written contracts, subject to the standard policy terms and conditions for "insured contracts" as defined in the definition section of the policy.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Additional insured endorsements that include both ongoing operations and products and completed operations and underground hazard, explosion, and collapse coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). The policy shall include endorsement CG 25 03 Amendment of Aggregate Limits of Insurance (per Project). If CMAR demonstrates to Owner that the specified ISO endorsements are not commercially available, then CMAR may satisfy this requirement by providing equivalent endorsements.

5. Coverage for Work performed by Subcontractors in the completed operations phase, with no exclusion or endorsement modifying the subcontract exception to the "Your Work" exclusion.

6. Personal injury coverage, with no exclusion modifying or limiting the employer liability exclusion set forth in ISO Form CG 00 01 04 13 or limitation for independent contractors of any tier.

7. If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

G. Commercial General Liability (Excluded Content)—The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:

1. Any modification of the standard definition of "insured contract."
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability.
6. Any limitation or exclusion based on the nature of CMAR's work.
7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.

H. Commercial General Liability (Minimum Policy Limits)—CMAR shall maintain Commercial General Liability insurance in accordance with the requirements stated herein subject to the following minimum policy limits:

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

I. Automobile Liability—CMAR shall purchase and maintain automobile liability insurance, covering all owned, hired, and non-owned vehicles, against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. Such insurance is to include coverage for loading and unloading hazards and CMAR shall provide pollution coverage for any vehicle hauling asbestos containing cargo as set forth in Paragraph K below. The automobile liability policy shall be written on an occurrence basis and shall be provided at the following minimum policy limits:

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	$1,000,000

J. Asbestos Abatement Liability—CMAR shall purchase and maintain a policy covering liability against property damages and bodily injury, sickness or disease, or death arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials. Such asbestos abatement liability insurance shall be provided on an occurrence basis at the following minimum limits:

Asbestos Abatement Liability	**Policy limits of not less than:**
Per occurrence	$1,000,000
Employer's Liability	
Each accident	$1,000,000

Asbestos Abatement Liability	Policy limits of not less than:
Disease each employee	$1,000,000
Disease policy limit	$1,000,000

Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

K. Pollution Liability—CMAR shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from CMAR's operations and completed operations. CMAR or any Subcontractor responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include a MCS 90 endorsement and the CA 9948 Pollution Endorsement, or its equivalent. Such pollution liability insurance shall be provided at the following minimum limits:

Pollution Liability	Policy limits of not less than:
Each Claim	$5,000,000
General Aggregate	$5,000,000

L. Umbrella or Excess Liability—CMAR shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, if any, commercial general liability, asbestos abatement liability, and automobile liability insurance (including pollution coverage for transporting asbestos or other hazardous materials) described in the paragraphs above and builders risk insurance described below. Subject to industry-standard exclusions, the coverage afforded shall provide coverage at least as broad as, and apply in excess and follow form as to, each and every one of the underlying policies. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. Such umbrella or excess liability insurance shall be provided at the following minimum policy limits:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$10,000,000
General Aggregate	$10,000,000

M. Contractor's Professional Liability—CMAR shall obtain and keep in force, at its sole cost and expense, a Contractor's Professional Liability insurance policy written on a claims-made basis. The retroactive date, if any, shall be no later than the commencement date of this agreement. Such insurance shall cover damage by reason of any acts, errors, or omissions committed or alleged to have been committed by the CMAR, or any acts for which CMAR is liable. Such Contractor's Professional Liability policy shall be provided at the following minimum limits:

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$5,000,000
General Aggregate	$5,000,000

1.04 Builder's Risk and Other Property Insurance

A. Builder's Risk–Before the commencement of construction CMAR shall purchase and maintain "All-Risk" builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost of the Work. Such insurance shall be written in the amount of the accepted GMP for the entire Project, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising the total value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision and shall include a margin clause of plus/minus 10% on project value. Such insurance shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when fabrication commences, in the case of specially fabricated materials, and for non-specially fabricated materials, when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured. Before commencement of construction, CMAR shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in this Paragraph 1.04. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

B. Such builder's risk insurance shall:

1. Cover the entire Work at the site as required in Paragraph 1.04.A above, including but not limited to the following coverages and, if specified, minimum required limits:

a. All structure(s) under construction, including but not limited to retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; minimum limit required sufficient to cover the anticipated maximum values of such structures;

b. All temporary structures (e.g., fencing, scaffolding, cribbing, falsework, forms, site lighting, temporary utilities and buildings) located at the site; minimum limit required $1 million;

c. All property including materials and supplies on site and off site for installation; minimum limit required sufficient to cover the anticipated maximum values of such materials and supplies onsite and offsite;

d. All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; minimum limit required sufficient to cover the anticipated maximum values in transit;

e. Other property for which CMAR or its Subcontractors or anyone for whom either is responsible, a named insured, or additional insured is liable in connection with the Project, including Owner-furnished or assigned property; minimum limit required sufficient to cover the anticipated maximum values of such property;

f. Ensuing loss arising from error, omission in construction methods, design, specifications, workmanship or materials; minimum limit required $2.5 million;

g. Preservation of Property; minimum limit required sufficient to cover the anticipated maximum values of such property;

h. Existing structure coverage for the renovation portion of the Project, if any; minimum limit required sufficient to cover the maximum values of affected portion of such structure;

i. Debris removal; minimum limit required 25% of physical damage amount subject to maximum of $5 million or 25% of GMP (as amended by Change Order) of Project, whichever is higher;

j. Expediting Expenses; minimum limit required $1 million;

k. Extra Expense; minimum limit required $5 million;

l. Demolition and Increased Cost of Construction; minimum limit required $2 million or 10% of GMP (as amended by Change Order) of Project, whichever is higher;

m. Pollutant Clean-Up and Removal; minimum limit required $250,000;

n. Trees, Shrubs, Plants, Lawns and Landscaping (if applicable); minimum limit required $2,500 per item subject to a maximum of $1 million;

A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the GMP (as amended by Change Order) of the Project. A sublimit of $50 million or the GMP (as amended by Change Order) of the Project, whichever is less, is acceptable for Earthquake. The limit for all other perils, including, but not limited to, Named Windstorm, Wind, and Hail, must be equal to the GMP (as amended by Change Order) for the entire Project at the site.

2. Designate the CMAR as the named insured and the Owner and all Subcontractors as additional insureds;

3. Cover all costs for labor, supervision, materials, equipment, design professional fees, permit fees, and other costs and expenses for the rebuilding, restoring, repair or replacement of any insured property and for debris removal;

4. Allow for partial occupation or use of the Construction by Owner and shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted Final Completion;

5. Include performance/hot testing and start-up;

6. Not include any restriction on coverage relating to placement or maintenance of protective safeguards on the Project;

7. Waive all rights of subrogation against Owner, CMAR and Subcontractors;

8. Be maintained in effect until completion of the entirety of the Work or a designated portion thereof;

9. Be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the Property by Owner;

10. For Flood deductible, as applicable, it shall not exceed $250,000 for Zone A, $100,000 for Zone B and $50,000 for all other Zones, and for Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

C. Not used.

D. Insurance of Other Property; Additional Insurance–If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CMAR elects, without right to reimbursement, to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 1.04, CMAR may do so at its expense.

1.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 1.04, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. CMAR waives all rights against Owner and its elected officials, officers, directors, and employees, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Owner, Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance.

1.06 Receipt and Application of Builder's Risk Insurance Proceeds

A. Any insured loss under the builder's risk policy required by Paragraph 1.04 will be adjusted and settled with CMAR, as the named insured that purchased the policy. CMAR will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. CMAR, as the named insured receiving insurance proceeds under the builder's risk insurance required by Paragraph 1.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. CMAR shall repair or replace the damaged Work, using insurance proceeds received by CMAR for the specific purpose of repairing or replacing such damaged Work as authorized in writing by Owner. If such proceeds will not be reasonably sufficient to rebuild and restore the affected portion of the Project, then, prior to any expenditure thereof, CMAR shall obtain Owner's approval to use such funds to settle the CMAR's and Owner's financial interests relating to the loss, and to take such other actions as may be in the best interest of Owner. Any excess in proceeds shall be returned to Owner as Savings.

1.07 Additional Workers' Compensation Requirements

A. Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

1. The following definitions apply to this Insurance Exhibit:

a. Certificate of coverage ("certificate")- A copy of a certificate of insurance or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

c. Persons providing services on the project ("subcontractor" in Tex. Lab. Code § 406.096) – includes all persons or entities performing all or part of the services or Work the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

5. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter, except when the Contract requires a longer period in which case the Contractor shall retain such certificates for such required period.

6. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Depart of Insurance Division of Workers' Compensation,

informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

   a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

   b. provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

   c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   d. obtain from each other person with whom it contracts, and provide to the Contractor:

      1) a certificate of coverage, prior to the other person beginning work on the Project; and

      2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   e. retain all required certificates of coverage on file for the duration of the Project and for one year thereafter, except when the Contract requires a longer period in which case such certificates shall be retained for such required period;

   f. notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

9. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor and any Subcontractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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EXHIBIT D–AUDIT AND EXAMINATION OF RECORDS

This Exhibit D is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

ARTICLE 1—OWNER'S RIGHT OF AUDIT AND EXAMINATION OF RECORDS

1.01 Right to Audit

A. CMAR understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Owner, any successor agency and their representatives, including independent auditors, to conduct an audit or investigation in connection with those funds. CMAR further agrees to cooperate fully with any party conducting the audit or investigation, including providing all records requested.

1.02 Record Retention

A. CMAR shall maintain and retain all records and supporting fiscal and any other documents relevant to showing that any payments under this Contract and funds were expended in accordance with the terms of this Contract, the requirements of Owner, and with the laws and regulations of the State of Texas including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. CMAR shall maintain all such documents and other records relating to this Contract and Owner's property for a period of four (4) years after the date of submission of a request for final payment or until a resolution of all billing questions, whichever is later.

1.03 Access and Cooperation

A. CMAR shall make all records available and subject to audit, scanning, and/or reproduction at reasonable times and upon reasonable notice by Owner, any outside representative engaged by Owner for the purpose of examining such records, or those referenced in Paragraph 1.01.A above. Owner and such persons may conduct such audits or inspections throughout the term of the Contract and for a period of four years after final payment or longer if required by law. Owner and its representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with CMAR employees, field and agency labor, vendors, and Subcontractors and their employees. Owner and its representatives shall have reasonable access to the CMAR's facilities, shall be allowed to interview all current or former employees of CMAR and Subcontractors to discuss matters pertinent to the performance of the Contract and shall be provided adequate and appropriate work space, to conduct audits in compliance with this Exhibit.

1.04 Subcontract Audit Provisions

A. CMAR shall ensure that the same provisions of the Contract concerning the authority to audit funds received indirectly by Subcontractors and Suppliers of any tier through the CMAR and the requirement to cooperate are included in all subcontracts for Subcontractors and Suppliers of any tier.

1.05 Liability for Audit

A. If an audit inspection or examination conducted pursuant to this Exhibit, discloses overpricing or overcharges to the Owner (of any nature) by the CMAR and/or Subcontractors of more than $100,000, collectively, CMAR shall reimburse to Owner the reasonable cost of the Owner's audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CMAR's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to CMAR.

1.06 CMAR's Records

A. CMAR's "records" as referred to in this Exhibit shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, e-mails, superintendent reports, drawings, receipts, vouchers and memoranda, RFID data, GPS tracking data, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other CMAR records that may have a bearing on matters of interest to the Owner in connection with the CMAR Services, the Work, and/or CMAR's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following: compliance with requirements for deliverables; compliance with approved Drawings and Specifications; compliance with Owner's business ethics expectations; compliance with Contract provisions regarding the pricing of Change Orders and selection of Subcontractors; accuracy of CMAR's representations regarding the pricing of invoices and Applications for Payment; accuracy of CMAR's representations related to Claims submitted by CMAR or any Subcontractor or subconsultant; and all payments made by CMAR and the nature and extent of the services provided by CMAR in connection with the Contract.

Exhibit E - Key Personnel

APPENDIX B 2. ORGANIZATIONAL CHART

Key Personnel with Lines of Authority

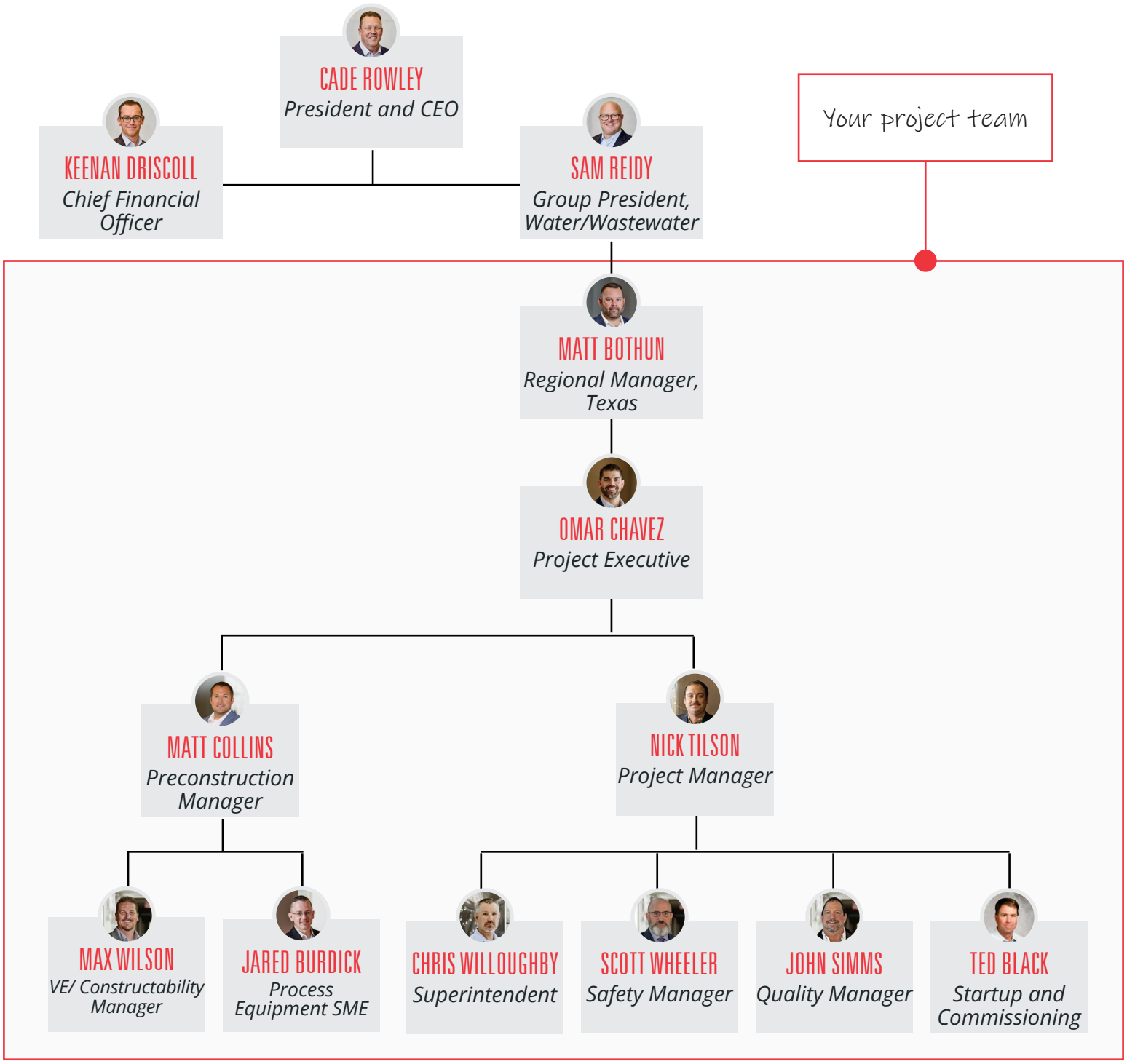

Exhibit F – Lien and Bond Claim Release Waiver

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

RELEASE OF LIEN

Before me, the undersigned authority, on this day personally appeared _____ ("Affiant"), who, being first duly sworn, upon his/her oath states:

1. My name is _____ and I am an authorized officer and owner of _____.
2. This affidavit is made on behalf of _____
3. _____ acknowledges that they have received all sums currently due and owing as it pertains to the_____ project for the City of Georgetown _____. The retainage of $_____ is not due and payable until the subcontract is complete. _____has agreed to complete the work in the subcontract for $_____ which is not due and payable until that work is completed.
4. This affidavit constitutes a full and final release of the City from all sums that are currently due and owing

Signed this _____ day of _____, 20__

_____
Signature of Affiant

State of Texas

County of Williamson

This instrument was acknowledged before me on _____ (date) by _____, authorized officer, President and owner of _____, a Texas Corporation on behalf of said corporation.

_____

(Notary Seal)

EXHIBIT G–FORMS OF BONDS

This Exhibit G is part of and incorporated into the Agreement to which this Exhibit is attached, by and between the City of Georgetown ("Owner") and the CMAR. All capitalized terms used but not defined herein have the definitions given to them in the Agreement and references to capitalized terms Contractor or CMAR shall have the same meaning.

The forms of Bonds specified in the Contract are set forth below in this Exhibit G.

FORM OF SECURITY BOND

Surety Bond No. _____ **§**

STATE OF TEXAS **§**

COUNTY OF WILLIAMSON **§**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Georgetown, Texas, as Obligee, and its successors and assigns, in the Penal Sum of _____ _____ and __/100 Dollars ($_____), for the Project defined herein below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, in connection with the Three Forks Water Reclamation Facility construction project ("Project"), the Principal has entered into a Construction Manager at Risk (CMAR) Agreement ("Contract"), which is incorporated herein by reference as if fully set forth herein including all definitions, under the terms of which said Principal is obligated to provide certain CMAR Services for the compensation established in the Contract, and is required to enter into one or more Work Authorizations, establishing one or more Guaranteed Maximum Prices (GMPs) for the construction of the Project, the total of which shall result in a total GMP for the entirety of the Project; and

WHEREAS, Texas Government Code Section 2269.258 requires that the Principal, either, upon entering into the Contract, deliver to Obligee, not later than the tenth (10th) day after the date of Contract execution, performance and payment bonds in an amount equal to the Obligee's construction budget, as specified in the Request for Proposals, or furnish other financial security acceptable to Obligee to ensure that the Principal will furnish the required performance and payment bonds when a GMP for the Project is established; and

WHEREAS, the Obligee has agreed to accept other financial security ensuring that the Principal will furnish the required performance and payment bonds when a GMP is established in the form of this Security Bond (this "Security Bond"); and

WHEREAS, under the Contract, upon entering into a Work Authorization, Principal is obligated to deliver to the Obligee payment and performance bonds for each Work Authorization in the amount of the GMP for such Work Authorization, or to revise the previously provided payment performance bonds to reflect the cumulative value of all executed Work Authorizations.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall, as applicable, in accordance with the Contract:

(i) Perform the CMAR Services as required in the Contract and execute Work Authorization(s) upon Obligee's acceptance of any such Work Authorization(s), for construction of the Project; and

(ii) Upon Obligee's acceptance of any such Work Authorization(s), either

a. Deliver to the Obligee payment and performance bonds for such Work Authorization(s) with a penal sum in the amount of the GMP(s) for such Work Authorization(s); or

b. Revise previously provided payment and performance bonds to reflect the cumulative value of all executed Work Authorizations for a designated portion of the Work, such that payment and performance bonds for such portion of the Work always have a penal sum in the amount of the cumulative value of the applicable, total GMP for that portion of the Work until every Work Authorization has been executed for the Project, an overall GMP has been established for the entirety of Work, and Obligee is in receipt of payment and performance bonds having a penal sum in the cumulative value of the GMP for the entirety of the Work or a specified portion thereof; or

(iii) if the Principal fails to deliver to Obligee the foregoing executed Work Authorizations and payment and performance bonds in the time periods specified herein, Principal shall subsequently cure such failure within ten (10) days of Obligee's written notice of such default to the Principal and Surety, then, this obligation shall be null and void, otherwise to remain in full force and effect.

This Security Bond, with any penal sum adjustment as provided above, shall remain in effect until all Work Authorizations have been executed for the entirety of the Project, and payment and performance bonds have been delivered to the Obligee covering all Work for the Project, as required by the Contract, and all of the conditions stated herein have been fulfilled. Principal's failure to perform the conditions of this Security Bond in a timely manner shall entitle Obligee to immediate payment of the difference between the cost to complete the CMAR Services and the Work required to be performed under the Contract, including the costs Obligee legally incurs in accordance with applicable public procurement laws to reselect a CMAR, and including but not limited to the difference in the amount of Principal's CMAR Fee and Construction Support Costs and the new CMAR's Fee and Construction Support Costs, less the balance of amounts owed under the Contract, up to and not to exceed the then current penal sum of this Bond (as reduced by any adjustment) upon presentation of Obligee's written demand therefor.

[Signatures on Next Page]

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL) _____
Principal

ATTEST:

By: _____ By: _____
(Typed Name and Title) (Typed Name and Title)

(SEAL) _____
Surety

ATTEST:

By: _____ By: _____
(Typed Name and Title) (Typed Name and Title)

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____ _____
Street Address Email

_____ _____
City, State & Zip Code Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

FORM OF PERFORMANCE BOND

TEXAS STATUTORY PERFORMANCE BOND

Bond No. _____ §

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ , as principal (hereinafter, the Principal), and _____ _____, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter, the Surety), are held and firmly bound unto the City of Georgetown, Texas, as obligee (hereinafter, the Obligee), in the penal sum of _____Dollars ($_____.____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, 20___ for Construction Manager at Risk services and work to construct the Three Forks Water Reclamation Facility, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract and shall, in all respects, duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract, agreed and covenanted by the Principal to be observed and performed, including but not limited to, the repair of any and all defects in said work occasioned by and resulting from defects in materials furnished by or workmanship of, the Principal in performing the work covered by said Contract and occurring within a period of twelve (12) months from the date of Final Completion and all other covenants and conditions, according to the true intent and meaning of said Contract and the Drawings and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the penal sum of this bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this bond.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its

obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
Principal	Surety
_____	_____
Printed Name	Printed Name
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____	_____
Street Address	Email
_____	_____
City, State & Zip Code	Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

FORM OF PAYMENT BOND

TEXAS STATUTORY PAYMENT BOND

Bond No. _____ §

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, as principal (hereinafter, the Principal), and _____ _____, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter, the Surety), are held and firmly bound unto the City of Georgetown, Texas, as obligee (hereinafter, the Obligee), in the penal sum of _____Dollars ($_____._____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, 20___ for Construction Manager at Risk services and work to construct the Three Forks Water Reclamation Facility, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all payment bond beneficiary (as defined in Chapter 2253 of the Texas Government Code, as amended) claimants supplying labor and material to Principal or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the penal sum of this bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this bond.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
Principal	Surety
_____	_____
Printed Name	Printed Name
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

Resident Agent of Surety:

_____
Signature

_____
Printed Name

_____	_____
Street Address	Email
_____	_____
City, State & Zip Code	Telephone Number

*If signed by an officer of the Surety, Surety must provide a certified extract from the by-laws showing that such person has authority to sign such obligation. If signed by an Attorney-in-Fact, a copy of the power of attorney must be attached hereto.

Surety contact information where any notice of claim should be sent:

Name: _____

Mailing Address: _____
_____

Physical Address: _____
_____

Telephone Number: (____)_____

The address of the Surety company to which any notice of Claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number, 1-800-578-4677 or 1-800-252-3439, as may be updated by the Texas Department of Insurance.

Exhibit H

Foreseeable Bad Weather Days

A bad weather day is defined as:

- Greater than 0.25” of precipitation, as rain equivalent, between 7:00pm of the preceding day and 7:00pm of the impacted workday;
- Ambient air temperature equal to or less than 25deg F at 11:00am;
- Ambient air temperature equal to or greater than 108deg F at 3:00pm;
- Lightning causing a cumulative delay of more than 4hrs on any working day.

Foreseeable Bad Weather Days Per Month

Month	Foreseeable Weather Days
January	2
February	2
March	3
April	3
May	4
June	4
July	2
August	3
September	4
October	4
November	3
December	3

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Construction Manager at Risk for the Customer Service Center - Swinerton

SUGGESTED ACTION:
Consideration and possible action to award and approve a Construction Manager at Risk (CMAR) Agreement with Swinerton Builders for pre-construction services for the Customer Service Center in the amount of $30,000 with a General Conditions Percentage of 2.25% -- Jennifer Bettiol, CIP Manager Public Works

ITEM SUMMARY:
The Customer Service Center will bring together thirteen (13) customer service and development departments under one roof in order to improve our customer care experience and efficiency. Located within the new Southwestern 560 Dev, this project will be a critical project for the City of Georgetown, our citizens and for our partnership with Southwestern University. With exceptional qualifications and experience with working with the City of Georgetown in construction our facilities, Swinerton Builders has been selected as the most qualified and best value for the City of Georgetown to act as the Construction Manager at Risk for the Customer Service Center.

FINANCIAL IMPACT:
$30,000.00 for preconstruction services with a 2.25% General Conditions fee.

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
EXHIBIT B - Insurance Requirements_City draft 8.28.pdf
General Conditions A201-2017_Swinerton_8.28.2026.pdf
CMAR Agreement A133-2019_Swinerton_9.8.2026.pdf

EXHIBIT B
Insurance Requirements

This Exhibit B is incorporated into the modified AIA A133 Agreement ("Agreement") to which it is attached between the City of Georgetown ("Owner") and Construction Manager at Risk ("Contractor"). The term Contractor as used in this Exhibit means Construction Manager as used in the Agreement.

4.2 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Exhibit for the duration of the Contract. The required insurance shall include coverage for Owner's property prior to construction, during construction and during the warranty period. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

4.2.1 Contractor, consistent with its status as an independent Contractor, shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Owner's Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause under the Contract Documents. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated by any means deemed appropriate by Owner.

4.2.2 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

4.2.2.1 Insurance Coverage Required.

4.2.2.1.1 Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act and Employer's Liability Insurance with limits of not less than:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.

4.2.2.1.2 Commercial General Liability Insurance, including premises, operations, independent Contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death)

and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$2,000,000 products and completed operations aggregate; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

4.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

4.2.2.1.4 Business Automobile Liability Insurance, covering all owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

Contractor or any subcontractor responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include a MCS 90 endorsement with a $5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

4.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage is determined by the Contract Sum, as detailed, below.

BUILDERS RISK REQUIREMENT FOR PROJECTS WITH A CONTRACT SUM <$20 MILLION

4.2.2.1.5.1 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original contract, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising Total Value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision. A sublimit may be applicable to flood coverage, but sublimit must be at least 20% of the Total Value of the Project. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the site. (If Installation Floater, limit shall be equal to 100 percent of the contract cost.)

4.2.2.1.5.2 This insurance shall name as insureds the Owner, the Contractor, and all subcontractors and sub-subcontractors in the Work.

4.2.2.1.5.3 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

4.2.2.1.5.4 This insurance shall cover the entire work at the site as required in 4.2.2.1.5.1, including, but not limited to, the following:

- Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings
- Offsite Storage

- Portions of the work in transit
- Debris removal
- Extra Expense
- Expediting Expenses
- Demolition and Increased Cost of Construction
- Pollutant Clean-Up and Removal
- Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)
- Errors & Omissions (applicable to purchase of Builders Risk policy only)

4.2.2.1.5.5 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

4.2.2.1.5.6 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

4.2.2.1.5.7 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all subcontractors and sub-subcontractors in the work.

4.2.2.1.5.8 As applicable, Flood deductible shall not exceed $250,000 for Zone A, $100,000 for Zone B and $50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

4.2.2.1.5.9 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 4.2.2.1.5. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

4.2.2.1.5.10 Refer to Owner's Special Conditions for possible additional Builders Risk insurance requirements.

BUILDERS RISK REQUIREMENT FOR PROJECTS WITH A CONTRACT SUM ≥$20 MILLION

4.2.2.1.5.1 Contractor shall purchase and maintain in force builders risk insurance on the entire Work. Such insurance shall be written in the amount of the original contract, plus any subsequent change orders and plus the cost of materials supplied or installed by others, comprising Total Value for the entire Project at the site. The insurance shall apply on a replacement cost basis with no coinsurance provision and shall include a margin clause of plus/minus 10% on project value. A sublimit may be applicable to flood coverage, but sublimit must

be at least 20% of the Total Value of the Project. A sublimit of $50 million or the Total Value of the Project, whichever is less, is acceptable for Earthquake. The limit for all other perils, including Named Windstorm, Wind, and Hail, must be equal to the Total Value for the entire Project at the site. (If Installation Floater, limit shall be equal to 100 percent of the contract cost.)

4.2.2.1.5.2 This insurance shall name as insureds the Owner, the Contractor, and all subcontractors and sub-subcontractors in the Work.

4.2.2.1.5.3 Builders risk insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

4.2.2.1.5.4 This insurance shall cover the entire work at the site as required in 4.2.2.1.5.1, including, but not limited to, the following:

Coverage Required	Minimum Limit
Temporary works including but not limited to scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings	$1 million
Offsite Storage	Sufficient to cover the anticipated n stored offsite
Portions of the work in Transit	Sufficient to cover the anticipated n in transit
Debris Removal	25% of Physical damage amount su maximum of $5 million or 25% of T Project whichever is higher
Expediting Expenses	$1 million
Extra Expense	$5 million
Demolition and Increased Cost of Construction	$2 million or 10% of Total Value o whichever is higher
Pollutant Clean-Up and Removal	$250,000
Trees, Shrubs, Plants, Lawns and Landscaping (if applicable)	$2,500 per item subject to a maxim million
Errors & Omissions (applicable to purchase of Builders Risk policy only)	$2.5 million

4.2.2.1.5.5 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

4.2.2.1.5.6 This insurance shall be specific as to coverage and shall be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

4.2.2.1.5.7 This insurance shall include a waiver of subrogation in favor of Owner, the Contractor, and all subcontractors and sub-subcontractors in the work.

4.2.2.1.5.8 As applicable, Flood deductible shall not exceed $250,000 for Zone A, $100,000 for Zone B and $50,000 for all other Zones. For Tier 1 and Tier 2, Named Windstorm deductible shall not exceed 2% of the project values in place at the time of the loss.

4.2.2.1.5.9 Before the commencement of the work, Contractor shall provide to Owner an accurate certificate of insurance that provides specific evidence of all requirements outlined in Section 4.2.2.1.5. A copy of the policy itself shall be provided to Owner within 30 days after Notice to Proceed.

4.2.2.1.5.10 Refer to Owner's Special Conditions for possible additional Builders Risk insurance requirements.

4.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor (or Subcontractor) that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

4.2.2.1.7 "Umbrella" Liability Insurance coverage shall be in the following amounts:

- If Contract sum is $1,000,000 or less:
  No Umbrella Required
- If Contract Sum is greater than $1,000,000 up to $3,000,000:
  $1,000,000 each occurrence and $2,000,000 annual aggregate
- If Contract Sum is greater than $3,000,000 up to $5,000,000:
  $5,000,000 each occurrence and $5,000,000 annual aggregate
- If Contract Sum is greater than $5,000,000:
  $10,000,000 each occurrence and $10,000,000 annual aggregate

4.2.3 All Policies must include the following clauses, as applicable:

4.2.3.1 Contractor must provide to Owner immediate notice of cancellation, material change, or non-renewal to any insurance coverages required herein above. This requirement may be satisfied by the Contractor providing a copy of the notice received by the insurer to Owner within two business days of date of receipt or by Endorsement of the policies that require Insurer to provide notice to Owner.

4.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Owner for liability arising out of operations under the Contract with Owner.

4.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

4.2.3.4 SU560 Land Holdings, LLC, a Texas limited liability company is also added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well.

4.2.3.~~4~~5 A waiver of subrogation in favor of Owner shall be provided in all policies.

4.2.3.~~5~~6 If Owner is damaged by the failure of Contractor (or Subcontractor) to maintain insurance as required herein and/or as further described in Owner's Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.

4.2.4 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

4.2.5 Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

4.2.5.1 Definitions:

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

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

4.2.5.1.3 Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

4.2.5.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

4.2.5.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

4.2.5.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

4.2.5.5 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

4.2.5.6 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

4.2.5.7 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Depart of Insurance Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

4.2.5.8 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration

of the project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«Georgetown Customer Service Center
« »

THE OWNER:
(Name, legal status and address)

«City of Georgetown »« »
«808 Martin Luther King Jr. St,
Georgetown, TX 78626»

THE ARCHITECT:
(Name, legal status and address)

«Marmon Mok Architecture »
« 1020 NE Interstate 410 Loop, Suite 201 »
«San Antonio, TX 78209 »

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

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Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7

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Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3

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Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, those sections of the Construction Manager's proposal included as Exhibit [XX] to the Agreement, and Addenda issued prior to execution of the ~~Contract~~Agreement, other documents listed in the Agreement, and Modifications issued after execution of the ~~Contract~~Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect~~. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~ or Owner.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. ~~The~~Contractor represents that it is not relying on any prior communications, negotiations, representations or agreements in entering into this Contract. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
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§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

~~**§ 1.1.8 Initial Decision Maker**~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all~~; performance by the Contractor shall be required only to the extent consistent with~~ provided, however, the enumeration of any portion of the Work shall not be construed to exclude other items contemplated by or reasonably inferable from the Contract Documents~~ and reasonably inferable from them as being necessary to produce the indicated results~~.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

~~**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.~~

§ 1.2.2. Contractor shall coordinate and complete the various parts of the Work so that no part shall be left in an unfinished or incomplete condition. Contractor covenants and agrees with Owner to Perform its services with the professional skill and care ordinarily provided by a Construction Manager practicing in the same or similar locality under the same and similar circumstances and to cooperate with Owner in furnishing the best interests of Owner and to complete the Project in the most expedient and efficient manner possible

~~**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.~~

§ 1.2.3

Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities and locations of installation of the various materials and equipment required for the Work. It is not intended that the specifications will mention every item of Work which can not be adequately shown on the Drawings nor is it intended that they could have been shown thereon. All material or labor for Work which is shown on the Drawings or is reasonable inferable therefrom as being necessary to produce a finished job shall be provided by Contractor whether or not the Work is expressly covered in the Drawings and Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain~~Subject to any separate agreement between the Owner and the relevant parties, all Drawings, Specifications, plans, other documents, including those in electronic form, and buildings, and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, prepared in connection with the Project by the Architect, Owner, Contractor, Subcontractor, any Sub-subcontractor, consultant, supplier, materialman, or other contractor and copies thereof furnished by any of them are and shall remain, or are herein conveyed to become, the Owner's property upon creation and the Owner shall hold all common law, statutory~~,~~ and other reserved rights~~ in their Instruments of Service~~, including copyrights, rights in them, including all copyright rights (collectively "Work Product"); provided, however, that Work Product shall not include proprietary financial and administrative information developed in the ordinary course of business. Contractor agrees and does hereby assign, grant, transfer and convey to Owner, its successors and assigns, Contractor's entire right, title, interest and ownership in and to such Work Product, including, without limitation, all rights relating to copyright arising under 17 U.S.C. Section 101 et. seq. and any and all copyright registrations or

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applications associated therewith. Contractor confirms that Owner and its successors and assigns shall own Contractor's right, title and interest in and to, including the right to use, reproduce, make derivative works, distribute by sale, rental, lease or lending or by other transfer of ownership, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 101 or was created by or for Contractor under 17 U.S.C. Section 201(b). Contractor shall use diligent efforts to obtain similar assignments and confirmations from all of its Subcontractors, Sub-subcontractors, consultants, suppliers, and materialmen; provided, however, that Contractor shall not be required to obtain assignment of pre-existing intellectual property rights of any Subcontractor, Sub-subcontractor, consultants, supplier, or materialman and, pursuant to Section 5.3.1, must promptly inform the Owner of any inability to obtain the assignments and confirmations required by this Section. The Work Product is to be used only by the Contractor, its Subcontractors, Sub-subcontractors, consultants, suppliers, and materialmen with respect to this Project and is not to be used on any other project. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. ~~Submittal~~Contractor, Subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Work Product prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submission or distribution to meet official regulatory requirements or for other purposes in connection with ~~the~~this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights~~.~~, Owner's copyright or other reserved right. Contractor shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of the Contract.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. The Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to such drawings, documents, designs and information, including, without limitation, any copyright or other Intellectual Property Rights, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other Intellectual Property Rights.

§ 1.5.3 License. To the extent necessary or appropriate to allow Owner to receive the benefit of the Work, Contractor hereby grants to Owner and its affiliates a non-exclusive, irrevocable, worldwide, fully paid-up, royalty-free, assignable license (a) to access and use the software, processes and other intellectual property used to perform the Work under, and (b) to permit Owner's designees to access and use such software, processes and other intellectual property in connection with providing goods or services to, or purchasing goods or services from, Owner.

§ 1.5.4 Ownership. Contractor agrees that, as between Contractor and Owner, all Work Product is the sole property of Owner. Contractor hereby does, and will cause its employees, contractors and subcontractors to, irrevocably, perpetually and unconditionally assign to Owner without further consideration all worldwide rights, title, and interest each may have in any Work Product, including any Proprietary Rights relating thereto of any sort throughout the world, except for any Contractor Intellectual Property contained in any Work Product. Such rights will vest in Owner upon the development, construction, implementation, completion, design, delivery, integration, attachment, incorporation or installation of the relevant Work Product. If any Proprietary Rights, including artists' rights and moral rights, in any Work Product cannot (as a matter of Law) be assigned by Contractor or Contractor's employees, contractors or subcontractors to Owner, then: (a) Contractor irrevocably, perpetually and unconditionally does, and will cause its employees, contractors and subcontractors to, waive the enforcement of such rights and all Claims of any kind against Owner with respect to such rights; and (b) to the extent Contractor or any of its employees, contractors or subcontractors cannot (as a matter of Law) make the waiver in subsection (a) of this Section, Contractor irrevocably, perpetually and unconditionally grants, and will cause its employees, contractors and subcontractors to irrevocably, perpetually and unconditionally grant, to Owner an exclusive (without reservation), perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights: (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit such Work Product in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit such Work Product and any product or service based on,

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embodying, incorporating, or derived from such Work Product; and (iii) to exercise any and all other present or future rights not yet known in such Work Product. Contractor hereby assigns, and will cause its employees, contractors and subcontractors to assign, to Owner any and all Claims, past, present, or future, of any nature whatsoever, that Contractor or its employees, contractors or subcontractors may have for infringement, misappropriation, or violation of any Proprietary Right assigned to Owner pursuant to this Section.

§ 1.5.5 Contractor Intellectual Property. Owner acknowledges that the Work Product may include Contractor intellectual Property, and agrees, as between Owner and Contractor, that Contractor will retain ownership of all such Contractor Intellectual Property, including all Proprietary Rights therein and thereto. To the extent that any Contractor Intellectual Property is contained in any Work Product, or necessary for Owner to use or fully exploit any Work Product, then Contractor irrevocably, perpetually and unconditionally grants, and will cause its employees, contractors and subcontractors to irrevocably, perpetually and unconditionally grant, to Owner a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable license, with the right to sublicense through multiple levels of sublicensees: (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit such Contractor Intellectual Property in any medium or format, whether now known or hereafter discovered; (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit such Contractor Intellectual Property and any product or service based on, embodying, incorporating, or derived from such Contractor Intellectual Property; and (c) to exercise any and all other present or future rights not yet known in such Contractor Intellectual Property; provided, however, that this license will not permit the commercial exploitation of such Contractor Intellectual Property on a stand-alone basis.

§ 1.5.6 Further Assurances. Subsequent to the execution and delivery of the Contract Documents, and without any additional consideration, Contractor will execute and deliver, and will cause its employees, contractors and subcontractors to execute and deliver, any further legal instruments (in such form as is acceptable to Owner) and perform any acts that in each case are or may become necessary to effectuate the purposes of this Article.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to ~~bind~~secure approvals on behalf of the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such

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information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor ~~reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~evidence as required by statute.

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.3 Not used.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 ~~Except for permits and fees that are the responsibility of the~~The Contractor ~~under the Contract Documents, including those required under Section 3.7.1,~~shall secure and the Owner shall ~~secure and~~ pay for all necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor shall obtain the building permit on behalf of the Owner and shall secure and the Owner shall pay for water tap fees, street closure permits, and permits required for delivery materials. The Owner shall not be responsible to pay for any licenses required to be maintained by Contractor or its subcontractors (including any and all trade licenses that Contract and any subcontractor may be required to obtain in connection with the performance of the Work or any portion thereof). Without limiting Contractor's obligations under this paragraph the Contractor shall assist the Owner in obtaining any such approvals as may be reasonably requested by the Owner.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the foregoing, the Contractor may not rely upon such information or any other information provided by or on behalf of the Owner when the Contractor knows or reasonably should know that the information is inaccurate, inadequate, incomplete, or otherwise unfit for its intended purpose. The Owner makes no representation or warranty that any information provided to Contractor by or on behalf of the Owner is accurate, correct, complete, fit for its intended purpose or can be used without infringing any patent, copyright, trademark, or other Intellectual Property Rights of third parties. The Contractor shall exercise proper precautions relating to the safe performance of the Work, particularly with respect to the location of utilities and pre-existing conditions.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and ~~relevant~~necessary to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. Notwithstanding the notice requirements of this section, in the event of an emergency, Owner shall be entitled to take remedial and other necessary action immediately and without prior notice. In no event shall the Owner's exercise of any rights or remedies under this Article 2 or the Contract Documents relieve the Contractor from any liabilities arising from any default, violation or failure to abide by the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout and nature of the Project site and surrounding areas including all access, hoisting requirements and conditions, site logistics, and the geotechnical report, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, (5) any applicable rules and restrictions of Owner relating to construction on the real property and other buildings located in the vicinity of the Project, (6) applicable codes and laws, and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor and its Subcontractors shall be solely responsible for providing a safe place for the performance of their Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this section.

§ 3.2.2 ~~Because the Contract Documents are complementary, the~~ Contractor shall~~, before starting each portion of the Work~~ exercise reasonable efforts consistent with construction industry standards to diligently, carefully and thoroughly study and compare ~~the various~~all Contract Documents~~ relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall~~, take field measurements ~~of any existing~~and verify field conditions~~ related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require~~, compare them to the drawings and specifications, and will report in writing to Architect and Owner any questions, errors, inconsistencies, inadequacies, insufficiencies, or omissions (collectively "Deficiencies") in the plans, specifications, or other design documents that are identified by Contractor. Throughout Contractor's performance of the scope of work, Contractor will necessarily review the Contract Documents on a continuous basis for purposes of discovering Deficiencies. Contractor's review of the Contract Documents for Deficiencies under this Section includes review for clarity, consistency, constructability, maintainability/operability and coordination among trades. Contractor shall consult with Architect regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules, cost or quality and shall provide other value engineering services. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, except to the extent that it would be expected to do in its capacity as a contractor and not as a licensed design professional, but the Contractor shall promptly report in writing to the Architect ~~any nonconformity discovered by or~~and Owner any Deficiencies that Contractor identifies in the Contract Documents based on its review of the Contract Documents as set forth above in Section 3.2.2 or that Contractor discovers or is made known to the Contractor as a request for information in such form as the Architect or Owner may require. Contractor acknowledges that it may be liable, in whole or part, to Owner for consequences that are the direct result of Contractor's failure to promptly disclose Deficiencies in writing to Owner and Architect. Nothing in Section 3.2.2 or 3.2.3 shall be construed to modify or affect legal, contractual and/or professional obligations of Architect and/or Owner regarding plans, designs, drawings or specifications, or identification and/or handling of Deficiencies.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions

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and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, except to the extent that Contractor knew or should have known of such matters and failed to promptly notify Owner and/or the Architect as provided herein.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall ensure that all material suppliers and Subcontractors adhere to the Contract Documents and that they order and provide materials to the jobsite on time, taking into account the current market and delivery conditions. Contractor shall coordinate its Work with that of all persons or entities performing portions of the Work on the Project, including deliveries, storage, installations and construction of utilities.

§ 3.3.5 The Contractor shall develop and implement a system and procedures for reviewing its own Work and the work of its Subcontractors for defects and deficiencies, including the preparation of all appropriate quality control documentation, to assure that all such defects and deficiencies are discovered and corrected. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.6 The Contractor shall develop and implement a system and procedures for preparing, reviewing and processing Change Orders which fully complies with Article 7 and assures that the preparation of Change Proposals and responses to Construction Change Directives include the submittal of: (a) an explanation of the reasons for any requested changes in the Contract Sum; (b) identification of all supporting documents to verify any requested cost changes; and (c) a detailed explanation of any critical path schedule impacts.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them~~.~~ or who Contractor knows or through diligence should know is not authorized to work under applicable laws. At no time shall any individual engage in any illegal activities at the site, consume or

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possess alcoholic beverages at the site, or use illegal drugs at the site. Contractor understands and agrees that if its employees or any other person carrying out the Work engage in unsafe, inappropriate, offensive or disorderly conduct or harasses Owner, its guests, employees or patrons, Owner may require Contractor to permanently remove such offending employees from site.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that it will perform all elements of the Work in accordance with the Contract Documents and that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor's express warranties contained herein are not limited by the provisions of Section 12.2 and shall be in addition to any warranties, indemnities, claims, rights, actions or remedies that Owner may have in the Contract Documents or at law or in equity for defective Work or breach of the Contract Documents.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Contractor shall be responsible for providing all such warranties to Owner regardless of any dispute with Owner or with any Subcontractor.

§ 3.5.3 Contractor shall assign Subcontractor, manufacturer and supplier warranties and guarantees directly to the Owner. During the one (1) year period for correction of the Work, Contractor shall enforce the Subcontractors', manufacturers' and suppliers' warranties for the benefit of Owner or its assigns. After expiration of such period, the Contractor shall continue to aid Owner in enforcing any continuing warranties assigned to Owner. Contractors' obligations under this section shall survive the expirations or earlier termination of the Contract.

§ 3.5.4 All guarantees and warranties of materials and services furnished to Contractor or Subcontractors by any Subcontractor, manufacturer or supplier shall be deemed to run for the benefit of the Owner. Contractor hereby assigns to Owner the benefits of all guarantees and warranties of all Subcontractors, manufacturers and suppliers engaged for the Project, but such assignment shall not relieve Contractor of its warranty obligations to Owner under the Contract Documents or Applicable Laws. The Contractor further agrees to perform the Work in such a manner so as to preserve any and all such guarantees and warranties.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Notwithstanding the foregoing, Contractor acknowledges Owner is exempt from sales tax and Owner will not pay and Contractor shall not request payment for any such taxes. Contractor will request and Owner will provide Owner's Tax Exempt ID, which Contractor and Subcontractors will use for work and materials on the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Unless otherwise required by relevant authorities, the Contractor shall procure all certificates of occupancy (and similar certificates and permits), and pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Contractor shall deliver to Owner certificates of inspection, use, and occupancy upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Notwithstanding the foregoing, the Contractor shall be solely responsible for complying with all laws, statutes, ordinances, building codes and rules and regulations affecting the means and methods of how the Work is to be performed.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~three (3) business days after first observance of the conditions. Contractor agrees this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Contractor shall obtain written approval from Owner of the actual cost of any item covered by allowances before incurring such costs. The Contractor shall keep separate and adequate records of all allowances and submit records of the allowances to the Owner no less than monthly and with each Application for Payment.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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§ 3.9.2 The Contractor~~, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~ will include the superintendent in its list of Key Personnel.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor will assign the key personnel of its staff to complete the Work as delineated in Exhibit C Key Personnel and Staffing attached to the Agreement and as agreed to with Owner. The Contractor will not substitute these key personnel without the Owner's prior written permission. If requested by the Owner, the Contractor will replace these key personnel, subcontractors' personnel or any other personnel employed by the contractor with equally capable personnel, subject to the Owner's prior approval, unless the person becomes unable to perform any such duties due to death, disability or termination of employment with the Construction Manager. Owner may reject any proposed individual or subcontractor in Owner's sole discretion.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, ~~promptly after being awarded the Contract, shall submit~~as part of its GMP Proposal, shall include for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor must prepare a progress schedule ("Progress Schedule") tracking the progress of the Work, and shall maintain the Progress Schedule in a detailed precedence-style critical path management ("CPM") format reasonably satisfactory to the Owner that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Completion Dates"). The Contractor shall monitor the progress of the Work for conformance with the requirements of the Schedule and shall promptly advise the Owner of any delays or potential delays. In the event any delay, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or written notice delivered to the Owner of a delay constitute an adjustment in the Contract Time, any Milestone Completion Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 If the Owner, in its reasonable discretion, determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to require that the Contractor take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities,

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and (iii) other similar measures. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures requested by the Owner and implemented by Contractor under or pursuant to this Section 3.10.5, except to the extent of delays arising out of wrongful acts or omissions by Owner or the Architect in violation of the Agreement, force majeure, or other causes beyond the control of Contractor or its subcontractors of any level or suppliers.

§ 3.10.3 Acceleration of Work Not Delayed. Owner shall also have the right to direct that the Work be accelerated by means of overtime, shifts or restructuring of the Work notwithstanding that the Work is progressing without delay in accordance with the established Progress Schedule. Contractor agrees to perform same on the basis of reimbursement of direct costs (i.e., additional supervision and Project Management staff necessary to manage the acceleration, premium portion of overtime pay, actual production loss costs due to loss of production efficiencies, equipment costs and such other items of cost resulting from such acceleration). Contractor shall promptly provide an acceleration plan, including recommendations for the most effective and economical acceleration of the Work, and estimated costs of same. Contractor will use reasonable commercial efforts to minimize production loss costs and will keep Owner apprised of such costs on a weekly basis. All acceleration of Work will be subject to the Change Order Procedure set forth in Article 7 of these General Conditions.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction ("As Built Drawings"), and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form ~~or paper copy~~, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. These documents shall be available to Architect and Owner during the progress of the Work for review to ensure general conformance with the Project and the requirements of the Contract Documents. As-Built Documents shall contain, but not be limited to: (i) the actual location of the underground utilities and appurtenances as referenced to permanent surface improvements; (ii) the location of internal utilities and appurtenances concealed in building structures; and (iii) significant changes during the construction process and significant detail not shown in the original Contract Documents. The As-Built Documents are to be kept accurately and no work shall be permanently concealed until the required information has been recorded. As part of the Project closeout submittals, and prior to release by Owner of Final Payment, Contractor shall submit one (1) set of accurate and complete As-Built Documents to Architect for Architect's review for general conformance with the Project.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

~~**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

§ 3.18.1 CONTRACTOR ACKNOWLEDGES THAT IT WILL HAVE CONTROL OF ALL MEANS, METHODS, AND SAFETY MEASURES, IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND, AS A RESULT, THE OWNER HAS A REASONABLE EXPECTATION THAT THE CONTRACTOR WILL HOLD THE OWNER HARMLESS FROM ANY CLAIMS ARISING OUT OF THE CONTRACTOR'S PROSECUTION OF THE WORK. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ANY CLAIM AGAINST THE OWNER ARISING OUT OF THE CONTRACTOR'S WORK AND INCLUDING SUCH CLAIMS AS MAY BE MADE BY EMPLOYEES OF THE CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, SUPPLIERS OR AGENTS, WILL ALLEGE SOME CONTRIBUTORY NEGLIGENCE ON THE PART OF THE OWNER AND THAT, FOR THE OWNER TO BE INDEMNIFIED FROM SUCH CLAIMS, THE CONTRACTOR'S INDEMNITY OBLIGATION MUST INCLUDE AN EXPRESS PROVISION INCLUDING OWNER'S OWN CONTRIBUTORY NEGLIGENCE IN SUCH INDEMNITY OBLIGATIONS. THEREFORE, THE CONTRACTOR ACCEPTS AND AGREES TO ITS INDEMNITY OBLIGATIONS AS SET FORTH BELOW. THE INDEMNITY OBLIGATIONS SET FORTH BELOW ARE INTENDED TO PROVIDE THE MAXIMUM INDEMNITY ALLOWED BY LAW, AND TO EXPRESSLY INCLUDE INDEMNITY FOR INJURIES TO EMPLOYEES OF THE CONTRACTOR, ITS SUB-CONTRACTORS, OR ANY TIER, EMPLOYEES OR AGENTS. THIS INDEMNITY SHALL INCLUDE THE MAXIMUM INDEMNITY

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ALLOWED UNDER TEXAS INSURANCE CODE CHAPTER 151, INCLUDING INDEMNITY FOR INJURIES TO EMPLOYEES OF THE CONTRACTOR, ITS SUB-CONTRACTORS, OR ANY TIER, EMPLOYEES OR AGENTS.

~~**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

TO THE FULLEST EXTENT PERMITTED BY LAW (BUT NO FURTHER), INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE (AND EXCEPT FOR EMPLOYEE INJURY CLAIMS COVERED BY SECTION 3.18.2 BELOW), THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS AND SHALL DEFEND THE OWNER, AND ITS OFFICERS, DIRECTORS, ELECTED OFFICIALS, AND EMPLOYEES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNIFIED PARTY" AND COLLECTIVELY AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, ACTIONS, LIABILITIES, LOSSES, JUDGMENTS, AWARDS, FINES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS AND EXPENSES OF LITIGATION OR ARBITRATION INCURRED BY AN INDEMNIFIED PARTY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR A FAILURE IN THE PERFORMANCE OF THE WORK OF THE CONTRACT BY OR THROUGH THE CONTRACTOR OR ANY OTHER NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE CONTRACTOR OR ONE OF ITS SUBCONTRACTORS OR SUPPLIERS (OF ANY TIER) OR ANYONE ELSE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "SUBCONTRACTOR PARTIES"), SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.1.

EXPENSES RECOVERABLE BY AN INDEMNIFIED PARTY AS PART OF THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18.1 SHALL INCLUDE, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND ANY COSTS INCURRED BY OWNER IN ENFORCING THE PROVISIONS OF THE CONTRACTOR'S INDEMNITY OBLIGATIONS.

EXCEPT AS PROVIDED IN SUBSECTIONS 3.18.2 THROUGH 3.18.3 BELOW, IN THE EVENT THAT AN INDEMNIFIED PARTY ARE FOUND, BY FINAL JUDGMENT OR ARBITRATION AWARD, TO BE NEGLIGENT OR AT FAULT IN WHOLE OR IN PART, THE INDEMNITY AND HOLD HARMLESS OBLIGATION OF THE CONTRACTOR WITH REGARD TO ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY IN DEFENSE OF SUCH CLAIM SHALL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY AND/OR THEIR DESIGN PROFESSIONALS, CONSULTANTS, OR SEPARATE CONTRACTORS (OTHER THAN THE CONTRACTOR AND THE SUBCONTRACTOR PARTIES).

§ 3.18.2 Broad Form Indemnity for Employee, On-The-Job Bodily Injury Claims:
WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR HEREBY INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS THE OWNER AND THE OTHER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AWARDS, FINES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED BY OWNER AND/OR THE OTHER INDEMNIFIED PARTIES HEREUNDER, IN CONNECTION WITH SUCH ACTIONS AGAINST OWNER AND/OR AN INDEMNIFIED PARTY FOR THE BODILY INJURY OR DEATH AT THE PROJECT SITE OF AN EMPLOYEE OF THE CONTRACTOR OR ITS SUBCONTRACTOR PARTIES OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE, SURVIVORS, STATUTORY BENEFICIARIES, ASSIGNEES, OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"),

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EVEN TO THE EXTENT OF THE NEGLIGENCE OR FAULT OF THE OWNER OR THE INDEMNIFIED PARTIES.

§ 3.18.3 Broad Form Obligation to Defend Employee Injury Claims upon Owner's Demand.
IN ADDITION TO AND NOTWITHSTANDING THE FOREGOING, UPON TIMELY WRITTEN NOTICE, OWNER MAY, IN ITS SOLE DISCRETION, REQUIRE CONTRACTOR TO DEFEND THE OWNER AND THE OTHER INDEMNIFIED PARTIES IN CONNECTION WITH ANY ACTION (WHETHER IN LITIGATION OR ARBITRATION) ASSERTING AN "EMPLOYEE INJURY CLAIM" TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR'S OBLIGATION TO DEFEND OWNER OR ANY OTHER INDEMNIFIED PARTY IN AN ACTION ASSERTING AN EMPLOYEE INJURY CLAIM SHALL ARISE REGARDLESS OF THE ALLEGED NEGLIGENCE OR FAULT OF THE OWNER OR SUCH OTHER INDEMNIFIED PARTY FOR WHOM CONTRACTOR IS OBLIGATED TO DEFEND. IN THE EVENT SUCH DEFENSE HAS BEEN TENDERED TO CONTRACTOR AND CONTRACTOR HAS REFUSED OR FAILED TO DEFEND SUCH CLAIM, CONTRACTOR SHALL BE LIABLE AND SHALL REIMBURSE OWNER AND SUCH OTHER INDEMNIFIED PARTIES FOR THEIR ATTORNEY'S FEES AND LITIGATION OR ARBITRATION COSTS AND EXPENSES INCURRED IN SUCH DEFENSE, REGARDLESS OF ANY FINDING OR DETERMINATION OF NEGLIGENCE OR FAULT OF THE OWNER OR SUCH OTHER INDEMNIFIED PARTIES.

§ 3.18.4 THE FOREGOING INDEMNIFICATION AND DUTY TO DEFEND SECTIONS ARE NOT LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS AVAILABLE UNDER ANY INSURANCE POLICY CARRIED BY THE CONTRACTOR.

THE FOREGOING INDEMNIFICATION AND DUTY TO DEFEND SECTIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND THE COMPLETION OF ALL WORK WITHIN THE SCOPE OF THIS CONTRACT.

TO THE EXTENT ANY PORTION OF THE ABOVE INDEMNITY OBLIGATIONS MAY BE FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, OR VOID AS AGAINST PUBLIC POLICY, OR OTHERWISE PROHIBITED BY LAW, THEN THE REMAINDER OF THE ABOVE INDEMNITY OBLIGATIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

§ 3.19 MONTHLY REPORTS*
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner and Architect. On or before the first day of each calendar month, the Contractor shall provide a written monthly report in PDF format to each of the Owner and the Architect on the progress of the entire Work (the "Monthly Report"), which includes a narrative noting major activities (both those in progress and those completed) during the preceding month, as well as those activities planned for the following month. An excel file of the latest progress schedule, as compared to the baseline schedule, shall be included in the report. Delays and disruptions incurred during the preceding month shall be noted in such Monthly Report, along with the Contractor's proposal for making up any lost time to ensure that the Work is satisfactorily completed within the Contract Time (as defined in Section 8.1.1). Each Monthly Report shall include a Change Order log, an updated construction schedule (electronic with hard copies in the computer application format), the progress of pending decisions with impacts on the construction schedule, a Request for Information ("RFI") log, a submittal log, project progress photos, and a log of accidents and other incidents involving the safety of persons on or about the Project site. Owner's obligation to release the progress payment for any given month shall be conditioned upon Owner's receipt of a complete and accurate Monthly Report for such previous month. On or before the first day of each calendar quarter, the Contractor shall provide the Owner with a detailed accounting ledger indicating amounts actually paid by Contractor pursuant to the previous calendar quarter's Applications for Payment and accounting for any underpayment or overpayment by Owner on the previous calendar quarter's Progress Payments (the "**Quarterly Accounting Report**"). The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect in each Quarterly Accounting Report.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner~~, Contractor,~~ and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents ~~and will be an Owner's representative during construction~~ until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~ Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect with the approval from the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable and Owner agrees, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the

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accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner, or the Architect with the Owner's permission will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct or indirect contract with the Contractor or another Subcontractor of any tier to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. A material supplier is a Subcontractor.

§ 5.1.2 A Sub-subcontractor is a ~~person or entity who has a direct or indirect contract with a~~ Subcontractor ~~to perform a portion of the Work at the site~~. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of~~Contractor, in accordance with Section 9.3 of the Agreement, shall identify and select the persons or entities proposed for each ~~principal portion~~major element of the Work other than the minor work that may be included in the general conditions, including those who are to furnish materials or

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equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect or Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with ~~Sub-subcontractors~~its Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed ~~Sub-subcontractors~~Subcontractors.

§ 5.3.2 Contractor shall receive, review and take action on all requests for payment from Subcontractors and material suppliers performing work and providing materials in the construction of the Project before submitting such requests for payment to Owner or Architect, and Contractor shall pay such Subcontractors and material suppliers within 10 days after receipt of payment from Owner except only for any amounts that Contractor is entitled to retain for retention or for incomplete or unsatisfactory Work or other claims under a Subcontract or purchase order; provided that Contractor's approval of such requests for payment from Subcontractors and material suppliers shall not bind Owner nor serve as Owner's approval of such requests.

§ 5.3.3 Contractor shall furnish the Owner with copies of all executed subcontracts and with a list of all the Subcontractors and major suppliers on the Project. Each subcontract or supply agreement shall contain provisions that:

- **.1** require that the Contract forms a part of such Subcontract to the extent applicable to the Work of the Subcontractor;
- **.2** require that the Work performed pursuant to such subcontract be performed in accordance with the requirements of the Contract Documents (both express requirements and those that are reasonably inferable from the Contract Documents);
- **.3** require submission of Applications for Payment in a form reasonably approved by Owner, together with a reasonably detailed schedule of a values and other supporting documentation required by Owner;

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.4 require each Subcontractor and supplier to maintain insurance coverage as provided in the subcontract or other applicable agreement and to file certificates of such coverage with Contractor;

.5 require each Subcontractor and supplier to furnish to Contractor in a timely fashion all information necessary for the preparation and submission of the Monthly Reports and Quarterly Reports required herein; and

.6 require that each Subcontractor and supplier continue to perform under its subcontract if the Contract is terminated for cause and if Owner takes an assignment of the subcontract or supply agreement and requests the Subcontractor or supplier to continue such performance.

§ 5.3.4 Contractor shall require Subcontractors of any tier and suppliers to submit a payment application schedule of values to the Owner for the Owner's approval before the Work commences. Such schedule of values must be consistent with the schedule of values required by Section 9.2 hereof and the Agreement, and must fairly estimate the percentage of the Subcontractor's, Sub-subcontractor's or supplier's work that will be completed (or materially delivered) each application date. The percentage of the total cost reflected in any tier of Subcontractors' and supplier's bid to be requested on each payment application date shall not exceed the percentage of the Work completed (or materials delivered) prior to the submission of such request for payment, less the percentage of the total cost reflected in prior applications for payment. The Contractor shall obtain the Owner's approval of such schedule of values before the Contractor submits the first Application for Payment to the Owner.

§ 5.3.5 The Owner and Architect shall not be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.6 Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, Architect, or any Owner related party and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause or convenience pursuant to ~~Section 14.2~~Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract~~.~~; and

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and Owner assumes those obligations under the subcontract~~.~~ that the Owner agrees in writing with Subcontractor to assume. In no event shall Owner assume any obligation for which a breach occurred prior to the assignment. In no event shall Owner be obligated to pay subcontractors amounts that Owner has already paid to Contractor or for which Owner would not have been obligated to pay Contractor.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30~~90 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar

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to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect ~~alone~~with written approval from the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Owner and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2.1 Disagreement on Cost of Change Order Work. If Owner and Contractor cannot agree on the cost of any Change Order Work, Contractor shall proceed with the performance of the Change Order Work if Owner issues a written Construction Change Directive. Contractor will maintain cost records with respect to the Construction Change Directive and payment with respect to such Work will be calculated in accordance with Article 7 regarding Cost of the Work to be reimbursed together with the Construction Manager's Fee attributable to the Work on a monthly basis. Pending final determination of the cost of such Construction Change Directive, properly documented amounts shall be included in Applications for Payment.

§ 7.2.2.2 Disagreement on Extension of Contract Time. If Owner and Contractor cannot agree on the extension of the Contract Time caused by any Change Order Work, or the method of determining such extension, Contractor shall proceed with the performance of the Change Order Work if Owner issues a written Construction Change Directive. In such event, the extension of the Contract Time due to such Construction Change Directive shall be referred to the Architect for a recommendation, who shall (within five (5) business days of receipt of such request for recommendation) reasonably recommend a proposed extension to the Contract Time, if any, or method of determining same. If Owner and Contractor do not in good faith agree with Architect's recommendation or Architect does not timely issue a recommendation, either party may submit the issue to mediation.

§ 7.2.2.3 Accurate Change Order Pricing Information. Contractor agrees that it is obligated to mitigate the impacts of any change order by using best efforts to secure fair and reasonable pricing and to submit accurate documentation to support any change order proposals or other contract price adjustments in accordance with the terms of the Contract with respect to pricing of Change Orders.

§ 7.2.2.4 It is understood and agreed that refinement and detailing will be accomplished from time to time with respect to the Drawings and Specifications set forth in the Contract Documents, including after establishing the GMP. Notwithstanding any other provision, Contractor shall not be entitled to an adjustment to the Cost of the Work, Construction Manager's Fee, or the date required for Substantial Completion unless (i) such refinement or detailing results in changes in the scope of the Work, quality, function, and/or intent of the Drawings and Specifications not reasonably inferable or anticipated by Contractor using reasonable judgment, industry standard practices, experience and expertise and (ii) such adjustment to the Cost of the Work, the Construction Manager's Fee, or the date required for Substantial Completion, is first approved in writing by the Owner.

§ 7.2.2.5 Written agreement on any Change Order shall constitute a final settlement on all matters related to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect Costs associated with such change and any and all adjustments to the Contract Sum, the Contract Time, and/or the construction schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

~~**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~

§ 8.3.1 The Contractor acknowledges and agrees that adjustments in the Contract Time will not be permitted for Inexcusable Delays. The Contractor acknowledges and agrees that adjustments in the Contract Time will be permitted for Excusable Delays, but only to the extent (a) such delay (i) is not caused by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, which notice in any event must be provided within five (5) business days after the occurrence of such event, or (iii) is of a duration not less than one (1) day, and (b) the Contractor demonstrates that it has used its best efforts to minimize the consequences of any such delay. In no event shall an extension of the Contract Time be granted unless the activity for which an extension is requested is on the critical path of the most current revision of the schedule that was accepted by the Owner prior to the occurrence of the event for which the extension is requested; provided, however, an extension of the Contract Time may be granted if the activity for which an extension is requested is not on the critical path of the most current revision of the schedule, but the delay causes the activity to fall on the critical path and there is no reasonable alternative to schedule such activity off the critical path.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

~~**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

§ 8.3.3 "Excusable Delay" shall mean a delay which is caused by (i) a change in the Work pursuant to a Change Order executed in accordance with the Contract Documents including Change Orders due to unforeseen conditions in accordance with the General Conditions, (ii) a delay caused by Owner, or (iii) a "force majeure event" (defined below). The term "force majeure event" shall refer to a delay in the performance of the Work caused by an event beyond the Contractor's reasonable control or which the Contractor could not have reasonably anticipated and avoided, including Abnormal Weather Conditions as defined in Article 15, unavoidable casualties, strikes, acts of God, moratoriums, or other abnormal governmental restrictions, war, fire or other casualty. Contractor must notify Owner within the time requirements of Section 15.1.3 of the General Conditions of any Claim for Excusable Delay hereunder and must include that Claim in the applicable Monthly Report otherwise Contractor waives that Claim.

§ 8.3.4 "Inexcusable Delay" shall mean a delay in any stage of the Progress Schedule caused by an event other than an Excusable Delay. In the event of Inexcusable Delay, Owner may direct that the Work be accelerated by means of overtime, additional crews or restructuring of the Work until such time as the Work has progressed so that it complies with the stage of completion required by the Progress Schedule. Contractor shall promptly provide a plan including a recommendation for the most effective and economical acceleration (a "Recovery Plan").

§ 8.3.5 Acceleration Plan. In the event of any acceleration requested by Owner not due to Inexcusable Delay, Contractor shall promptly provide a plan including a recommendation for the most effective and economical acceleration (an "Acceleration Plan") and the costs of same. If accepted by Owner, the implementation of such an Acceleration Plan shall be as a Change Order.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor ~~shall~~may submit ~~a~~proposed revisions to the schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect or Owner. This schedule, ~~unless objected to~~if approved in writing by the ~~Architect~~Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect or Owner may require, and ~~unless objected to by the Architect~~if approved in writing by Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a payment breakdown for the Work for which each is responsible in such detail as required by the Owner. This breakdown shall include a description of the Work with assigned dollar value for the miscellaneous phases and/or items of Work. Once accepted by the Owner, all payment requests shall include this information together with the percent of the Work completed to date, the value of the Work completed to date, the percent of the previous amount billed, the previous amount billed, and the current percent completed. Any trade breakdown which fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. The Owner shall review each such payment breakdown and shall approve or disapprove such breakdown. If a breakdown has been initially approved and subsequently used, but later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

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§ 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~The Contractor shall submit monthly Applications for Payment to the Architect ~~an itemized~~for approval in accordance with this Section . The Application for Payment shall be itemized and prepared in accordance with the schedule of values~~, if~~ required under Section 9.2~~,~~ for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 One week prior to the monthly OAC meeting, the Contractor shall prepare in accordance with the approved schedule of values, a preliminary draft of the Application for Payment (hereinafter referred to as a "**Pencil Draw**") for review with the Owner and Architect at the OAC meeting. Each line item will be reviewed and either accepted or noted for changes. The Owner may withhold approval for charges as provided herein. If Owner and Architect determine no revisions to the Pencil Draw are needed, Sections 9.3.1.2 and 9.3.1.3 below will not apply for that month.

.2 The Contractor shall revise the Pencil Draw in accordance with any bona fide dispute about the Work, objection or recommendation of the Owner or the Architect that is consistent with the requirements of the Contract Documents. Such revised Pencil Draw shall be re-submitted by the Contractor to the Owner and Architect.

.3 A second meeting will be held with the Owner, Architect, and Construction Manager to review the revised Pencil Draw. If acceptable, the Architect will recommend approval to the Owner. If changes need to occur, the Architect will work with the Construction Manager to get all changes made as soon as possible for acceptance.

.4 Contractor shall submit in accordance with Section 9.3.1, along with all documentation required under this Article and Article 11 of the Agreement, its Application for Payment based on the Pencil Draw, as may have been revised under Sections 9.3.1.2 and 9.3.1.3, for Architect's certification ("Certificate for Payment") under Section 9.4.1. Architect's approved Certificate for Payment shall be considered the "invoice" under Chapter 2251 of the Texas Government Code.

5. Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect is the Pencil Draw as provided in the above Section 9.3.1.4 and shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of Architect's Certificate for Payment as provided in Section 9.4.1 below shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042

§ ~~9.3.1.1~~9.3.1.6 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect,~~ but not yet included in Change Orders.

§ ~~9.3.1.2~~9.3.1.7 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Contractor shall also comply with the following specific requirements related to stored material:

1. The aggregate cost of material stored off site shall not exceed the aggregate amount which has been approved in writing by Owner under Section 9.3.2 above; Payment shall not include any charges for overhead or profit on stored materials;
2. Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's construction lender, if any, including, without

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limitation, recorded financing statements, UCC filings and UCC searches; Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) for storage and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

3. With each Application for payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for the materials stored off the Project site in an amount not less than the total value thereof;
4. The location must be a bonded warehouse and the surety hereby consents to prior to payment for any materials stored off the Project site permitted by this section.
5. The Contractor will provide an Observation Report confirming that a Contractor has viewed and confirmed material, quantities and conditions at the stored location and that Representatives of the Owner and Owner's construction lender, if any, shall have the right to make inspections of the storage areas at any time; and
6. Such materials shall be (a) protected from diversion, destruction, theft and damage to the satisfaction of the Owner and Owner's construction lender, if any, (b) specifically marked for the use of the Project, and (c) segregated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment submitted in accordance with Section 9.3 above, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's opinion the representations ~~to the Owner~~ required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and ~~Architect~~Owner cannot agree on a revised amount, the Architect or Owner will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner or for which the Owner agrees. The Architect or Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** 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; or
- **.7** ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If~~**§ 9.7.1** Subject to Article 11 of the Agreement and pursuant to Texas Government Code Section 2251.051, if the Architect does not timely issue a Certificate for Payment, ~~through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment,~~ or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect for payment, subject to Owner's right to withhold payment as set out in Section 9.5.1 above, or awarded by binding dispute resolution, then the Contractor may~~, upon seven additional days'~~ give written notice to the Owner and Architect, and Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, Contractor may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, verified with receipts or other documentation reasonably acceptable to Owner, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion ~~is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~has the definition provided in the Agreement.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect or Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and/or Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the ~~Architect's~~ inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the

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Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect and Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor ~~or, if no agreement is reached, by decision of the Architect~~.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment and other documents required for final payment, the Architect and/or Owner will promptly make such inspection. When the Architect ~~finds~~and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, ~~and~~ (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims,

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security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (7) a certificate from the Contractor that it has performed all of its obligations under the Contract, (8) a final, unconditional certificate of occupancy and all construction-related approvals, licenses and requirements for the Project enabling it to be occupied and operated for its intended use, unless such certificates have not been issued solely as a result of the acts or omissions of the Owner, (9) certification that all of the requirements for Substantial Completion under Section 9.8 have been met and all Work, including all punch list items, has been fully and finally completed, (10) a complete list of all Subcontractors and principal material and equipment suppliers, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project, (11) digital files of all maintenance and operating manuals, (12) digital files of all written guarantees and warranties in the form prescribed in the Contract Documents, (13) one digital file copy of all as-built drawings and other documentation required under the Contract Documents, and (14) all other documentation required by the Contract Documents, including required certifications. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

- ~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~
- ~~**.3** terms of special warranties required by the Contract Documents; or~~
- ~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ ~~9.10.5~~9.10.4 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.5 Intentionally deleted.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to negligent acts or omissions of the Owner or ~~Architect or anyone directly or indirectly employed by either of them, or~~ by anyone for whose acts ~~either of them~~Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall be solely responsible for the security of the Work, the Site and all materials stored at the Site or at any other location by Contractor with the consent of Owner, and shall maintain adequate insurance for same. Contractor shall be responsible for all losses and expenses incurred by reason of failure to maintain reasonable security at the Site or at the location where materials are stored, and such expenses incurred shall not increase the Contract Sum. Contractor shall comply with all reasonable security requirements of Owner.

§ 10.2.10 The Contractor shall be solely responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations in the performance of the Work.

§ 10.2.11 The Contractor shall employ such practices as are necessary to protect all completed and partially completed Work and all existing improvements located on the Site from loss and damage, including theft or damage by weather and, if necessary, shall provide suitable shelter therefor. Contractor shall correct at its own expense any damage or disfigurement to the Work or property (whether or not located on the Site) resulting from any act or omission of Contractor, any Subcontractor, or any other person or entity for whom any of them is legally responsible.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify ~~and hold harmless~~employees of the Contractor~~,~~ or Subcontractors~~, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees,~~ for reasonable and necessary medical expenses arising out of or resulting from performance of the Work in the affected area if in fact the material or substance ~~presents~~caused the ~~risk of~~ bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that ~~such claim, damage, loss, or~~ expense is attributable to bodily injury, sickness, disease or death~~, or to injury to or destruction of tangible property (other than the Work itself)~~, except to the extent that such damage, loss, or expense is due to the fault or negligence of the Contractor, Subcontractor, or the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies with an "A-X" A.M. Best rating, listed with the US Treasury, and lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Bonds must comply with Texas Insurance Code § 3503.001 and Texas Government Code Chapter 2253 when applicable.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.3 The failure of Contractor or any Contractor-Related Parties to obtain and maintain the required insurance will constitute a material breach of, and default under, Contract Documents. If Contractor or any Contractor-Related Parties fail to remedy such breach within 5 days after notice from Owner, Owner may, in addition to any other remedy available to it, at the Owner's sole option, purchase such insurance, at the Contractor's expense. **The Contractor will indemnify the Owner, its officers, directors, and employees against any Claims arising from the Contractor's failure to purchase and/or maintain the insurance coverages required by the Contract.**

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (~~3~~30) ~~business~~ days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Each insurance policy obtained by Contractor shall include an indorsement requiring 30 days notice to Owner before such policy can be modified or cancelled. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Property Insurance. Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage

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has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor if Owner agrees in writing. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies
§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Costs and Fees

If any action at law or in equity is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

§ 13.12 Proprietary Interests and Confidential Information

§ 13.12.1 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.12.2 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has ~~not made~~without good cause failed to make payment on a Certificate for Payment within the time stated in the Contract Documents~~; or~~.
- ~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon ~~seven~~sixty days' notice to the Owner and Architect, and provided Owner has not taken reasonable steps to remedy the breach, terminate the Contract and recover from the Owner payment for Work executed, as well as ~~reasonable overhead and profit on Work not executed, and~~ costs incurred by reason of such termination. In no event shall Owner be liable for lost profits, lost opportunity costs, overhead, any pre-paid labor, pre-purchased materials, or capital financing or related costs, other capital expenditures that were not expressly approved in writing by Owner, or any other costs incurred by reason of the termination. However, no adjustment shall be made under this Article 14 for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or by anyone for whom

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Contractor is responsible, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~sixty additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

Notwithstanding the foregoing, if Owner reasonably determines that Contractor's acts or omissions pose an immediate and substantial threat or danger of injury to persons or damage to the Work or other property, Owner may, without prejudice to any other rights or remedies granted by this Contract or by law, immediately suspend Contractor's performance of the Work, take immediate possession of the Project site, take such further action reasonably necessary to prevent, mitigate against, remove, or repair such threat or damage, and deduct such costs and expenses it reasonably incurs from any sums due and owing to the Contractor or, in the absence thereof, to recover such costs and expenses from the Contractor.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Upon receipt of any such written notice of termination of the right to proceed, the Contractor shall, at its expense, for that Work affected by any such termination:

- **.1** Make an inventory of all materials and equipment in storage at the site, in route to the site, in storage or manufacture away from the site, and on order from suppliers;
- **.2** Upon Owner's written instruction, assign to the Owner, subcontracts, supply contracts, and equipment rental agreements all as designated by the Owner;
- **.3** Remove from the site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the Owner to be used by the Owner in completing such Work;
- **.4** Promptly provide to Owner any and all records, plans, drawings, data, permits, specifications, sketches, reports and other information relating to the terminated Work; and
- **.5** Transfer to Owner all data and information contained within the Project Management Software.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

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may be, shall ~~be certified by the Initial Decision Maker, upon application, and this obligation for payment shall~~ survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts~~; and the termination fee, if any, set forth in the Agreement.~~ as allowed in Section 13.2.3 of the Agreement. In no event shall Owner be liable for lost profits on work not performed or other projects, lost opportunity costs, overhead, or any other costs incurred by reason of the termination.

§ 14.4.4 If Owner terminates the Contract under Section 14.2 but it should be determined that Contractor was not in default hereunder, then such termination shall be deemed, as of the date made, to have been made for convenience under Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. Notwithstanding any provision of the Contract to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by Owner until after the date which, but for this Section, would be the date of commencement of the applicable statute of limitations; limitations instead shall be deemed to have commenced on the date of such discovery by Owner.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party ~~and to the Initial Decision Maker~~ with a copy sent to the Architect~~, if the Architect is not serving as the Initial Decision Maker~~. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. ~~In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

~~**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

§ 15.1.6.2 Contractor shall anticipate and include in the Schedule all days of weather delay that should be anticipated according to the 5-year climatic averages as determined by the National Oceanic and Atmospheric Administration (NOAA) for the location closest to the project site. Lost days due to adverse weather shall include any day on which critical path work cannot be performed for at least four continuous hours, or on which production on critical path activities is reduced to less than four hours of normal production within an 8-hour workday due to rain, snow, freezing rain, fog, low and high temperatures, or high winds. The actual number of lost days due to adverse weather encountered on the project shall be documented by the Contractor recording their occurrence in the Contractor's project management software within 24 hours of the lost day. Monthly and in conjunction with the pay application process, Owner and Contractor shall come to agreement on the number of lost days due to adverse weather for the preceding month that exceed of the number of such expected weather days for such month based on the monthly NOAA data ("Abnormal Weather Conditions"), and calendar day extensions of time shall be accordingly based and granted on monthly account. No weather days unused for previous months may be carried over or accountable for future periods of time.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, BUT SUBJECT TO THE NEXT SENTENCE, IN NO EVENT WILL OWNER BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, INCLUDING LOST PROFITS OR REVENUES, LOSS OF CUSTOMER GOODWILL, BUSINESS INTERRUPTION COSTS, OVERHEAD COSTS, COSTS OF CAPITAL OR LOSS OF USE OF MONEY, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM OR THE THEORY OF RECOVERY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT THE LIMITATION ON LIABILITY PROVIDED FOR IN THIS ARTICLE WILL BE SUBJUGATED TO, AND WILL NOT LIMIT OR OTHERWISE AFFECT IN ANY MANNER, CONTRACTOR'S REMEDIAL AND WARRANTY OBLIGATIONS OR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS.

§ 15.2 Initial Decision Intentionally Deleted

~~**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

~~**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

~~**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

~~**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of~~

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~~Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 ~~Mediation~~Intentionally Deleted

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~

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~~party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Georgetown »« »
«808 Martin Luther King Jr St »
«Georgetown, TX 78626 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«Swinerton Builders »« »
«2422 E 7th St »
« Austin, TX 78702 »
« 512-585-0674 »

for the following Project:
(Name, location, and detailed description)

«Customer Service Center »
«City of Georgetown »
« »

The Architect:
(Name, legal status, address, and other information)

«Marmon Mock Architecture »« »
«1020 NE Interstate 410 Loop, Suite 201 »
« San Antonio, TX 78209 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE REQUIREMENTS
EXHIBIT C SECTIONS OF CONSTRUCTION MANAGER'S PROPOSAL

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« Eleven departments of the City of Georgetown will be consolidated at the new Customer Service Center, including: Building Permitting, Code Compliance, Customer Care, Development Engineering, Economic Development, Fire and Life Safety, Human Resources, Information Technology, Planning, Transportation and CIP Engineering, and Utility Billing. In addition to these departments, real estate personnel, a city-only data center, remote police office, and a retail space will be included in the facility.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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«The facility is approximately 80,000 sf. It will be located on a 1.88 acre site located in SU 560 Development. The parking lot will be located on an adjacent lot. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Schematic Design - Complete
Design Development – to be completed in May
Construction Documents – to be completed in September
»

.2 Construction commencement date:

«October 2026 »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«NA »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«NA »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«NA »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« Jennifer Bettiol, CIP Manager »
«300 Industrial Ave, 1, PO Box 409 »
«Georgetown, TX 78627 »

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« »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« NA »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« Terracon »« »
«800 Paloma Dr, Ste 160 »
«Round Rock, TX 78665 »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

« Briant Harkiewicz, AIA »
«Partner »
«Marmon Mok Architecture »
« 1020 NE Interstate 410 Loop, Suite 201 »
«San Antonio, TX 78209 »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Alison Satt »
« Vice President, Division Manager »
« 2422 E 7th St »
« Austin, TX 78702 »
«512.327.5599 »
« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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«NA »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« NA »

§ 1.1.15 Other Initial Information on which this Agreement is based:

«NA »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, all Exhibits attached to this Agreement, other documents incorporated into this Agreement, the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, those sections of the Construction Manager's proposal included as Exhibit C, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal ("Guaranteed Maximum Price Proposal" or "GMP Proposal"), the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment ("GMP Amendment") and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. If there is any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) written Modifications issued after execution of this Agreement; (2) this Agreement; (3) the General Conditions of the Contract for Construction as modified for this Project; (4) the Final Drawings and Specifications; (5) the Request for Proposals issued by the Owner in anticipation of receiving proposals, and any Addenda to the Request for Proposals issued by the Owner, and (6) those sections of the Construction Manager's proposal included as Exhibit C.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's best skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to perform the Work in an expeditious and economical manner consistent with the Owner's interests; and to perform the Work defined in the Contract Documents in accordance with the Owner's requirements and construction cost limitations. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager, subject to the information being necessary for Construction Manager to perform its obligations under this Agreement and further subject to the Owner's ability as a governmental agency to provide information, and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified for this Project (the "General Conditions"), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.3 Registrations, Approvals and Laws

The Construction Manager and all of its consultants, trade contractors, subcontractors and suppliers shall at all times performing Work or services in connection with the Project possess and maintain all registrations, licenses, certifications and approvals necessary for the performance of any requirements of the Contract. It is the Construction Manager's duty to monitor the compliance of the consultants, trade contractors, subcontractors and suppliers with, and to enforce, the requirements of this provision. The Construction Manager shall, upon request, promptly provide evidence of compliance with such registrations, licenses, certifications and approvals.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently; provided that Construction Manager shall deliver to Owner all required insurances and bonds prior to beginning any Construction Phase Work. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall exercise the highest level of care in performing its obligations under the Contract.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, except to the extent that it ascertained or reasonably should have ascertained such in its capacity as a construction manager and not as a licensed professional under Title 6 of the Texas Occupation Code. The Construction Manager shall promptly report to the Architect and Owner any nonconformity or Deficiency discovered by or made known to the Construction Manager, including as required by the General Conditions, in such form as the Architect or Owner may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. Construction Manager shall review and monitor the various phases of the development of the design documents to determine whether or not the Project as designed by the Architect can meet the program, quality, budget and schedule goals of the Owner. Owner desires to recognize any budget and schedule overruns or program and quality concerns as soon as possible, and it is the Construction Manager's obligation under this

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Contract to review the design documents for constructability and to provide estimating services, value engineering services, Project scheduling services, and to perform other Preconstruction Services described herein to help the Owner meet the project program, quality, budget and schedule. At any time that Construction Manager develops any concern about the integrity of the Project quality, program, budget and/or schedule, Construction Manager is to promptly advise the Owner and Architect in writing of the concerns, and make any suggestions Construction Manager may have as to how to address the problem.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price Proposal; components of the Work; times of commencement and completion required for the Work of each Subcontractor; ordering and delivery of products, including those that may need to be ordered in advance of construction; proposed dates for Substantial Completion and Final Completion; and the occupancy requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. The Construction Manager shall make recommendations to the Owner, PM, and Architect regarding the phased issuance of Drawings and Specifications.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the design to bring the Project within the Owner's budget, but without deleting necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall develop options, in collaboration with the Architect and Owner, that are acceptable to Owner and are within the Owner's budget.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. Such compliance includes, without limitation, compliance with all applicable provisions of Chapter 2269 of the Texas Government Code government public works procurement by Construction Manager At-Risk.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, but in no case later than Owner's approval of the 95% Construction Documents, the Construction Manager shall prepare a final Guaranteed Maximum Price Proposal for the entire Construction Phase Work for Owner's review and possible acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the General Conditions Costs, the Construction Manager's estimate of the Cost of the Work, the Construction Contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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The Owner shall be entitled to full access to the details of the process of developing the Guaranteed Maximum Price Proposal. It is the intent of this Agreement that all allowances, assumptions, clarifications, and any other elements that could lead to Change Orders are encompassed in the accepted Guaranteed Maximum Price except for Owner-directed changes or uncovered site conditions as set forth in this Agreement.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order or Construction Change Directive.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the General Conditions Costs, the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Contingency, if any, set forth in Section 3.2.4; and the Construction Manager's Fee;
- **.4** An updated Project Schedule to include all major construction milestones, and the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** The date of Final Completion upon which the Guaranteed Maximum Price is based, which date shall be not more than 30 days after the date of Substantial Completion.

Construction Manager shall not withdraw its Guaranteed Maximum Price Proposal for sixty (60) days following submission to the Owner

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price Proposal, the Construction Manager shall include a contingency ("Construction Contingency") for the Construction Manager's use when approved by Owner to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The Construction Contingency may be used only with Owner's approval and only for costs incurred in the Work from unforeseeable causes, and not for details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, only items that are not reasonably inferable from the Guaranteed Maximum Price documents as determined by Owner in its sole discretion, the correction of minor defects relating to design, and additional costs price increases attributable to material cost and supply impacts due to market volatility, supply chain disruptions, tariff-related escalations, inflationary conditions, or other unanticipated market event that affect the price or availability of materials or labor ("Market Cost Increases") provided that Construction Manager complies with the requirements of Section 3.2.4.1. Construction Manager may request for Owner's approval only those items of cost that meet the definition of Cost of the Work under Section 6.1 to be charged against the Construction Contingency. Any unforeseeable causes or unanticipated details that exceed the Construction Contingency shall not be applied to any Cost of the Work and shall be borne by the Construction Manager at the Construction Manager's sole risk and expense.

It is expressly understood and agreed that, to the extent a Change Order is executed under the terms of this Agreement, the Construction Contingency shall not be utilized. Sums may be requested for Owner's approval to be charged to the Construction Contingency only to the extent the same have been paid or are to be paid by the Construction Manager. Notwithstanding anything in the Contract Documents to the contrary, no charge shall be made against the Construction Contingency without Owner's written consent, which may be provided in its sole discretion. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner.

§ 3.2.4.1 Construction Manager shall use commercially reasonable efforts to mitigate any cost increases to individual line items within the Cost of the Work as a result of Market Cost Increases, including the following:

.1 promptly satisfy its obligations under Section 9.3 of this Agreement and enter into a written contract with each subcontractor or supplier as required in this Agreement (and require each subcontractor or supplier to do the

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same with lower tiered subcontractors or suppliers) who is to provide, directly or indirectly, the materials specified in the Contract Documents for use on the Project;

.2 notify Owner in writing when Construction Manager (and its subcontractors or suppliers) enter into such written contracts for the specified materials and/or labor for use on the Project and provide a copy of each such written contract to Owner;

.3 use good faith and commercially reasonable efforts to require subcontractors and suppliers (of any tier) to perform in accordance with the terms of such written contracts for the provision of the specified materials for the Project;

.4 provide prompt written notice to Owner, and in any event within 7 days, of Construction Manager's discovery of any information or Construction Manager's communications with the subcontractors or suppliers (of any tier) relating to such subcontractor or supplier's actual or anticipated failure or inability to provide the specified materials in accordance with the terms of such subcontractor or supplier's written contract for the provision of such materials and/or labor for the Project; and

.5 provide prompt written notice to Owner, and in any event within 7 days, of Construction Manager's of potential Market Cost Increases or delays relating to same and provide an outline of the actions Construction Manager has taken or proposes to take to mitigate or resolve the impact of such delay or failure or inability of the Construction Manager, subcontractor, or supplier.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. If the Guaranteed Maximum Price Proposal submitted to the Owner exceeds the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the design, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's express written consent. In the event that the quality or scope identified in the Guaranteed Maximum Price Proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall develop options, in coordination with the Owner and Architect, that are acceptable to Owner, that are within the Owner's budget, and that meet the Owner's requirements for dates of Substantial Completion and Final Completion.

§ 3.2.6 Should the GMP Proposal be unacceptable or not submitted in good faith pursuant hereto, in Owner's sole option and discretion (which determination is final), the Owner reserves the right to (1) request a GMP Proposal for the Project or any portion thereof from other Construction Manager-at-Risk firms; (2) request from other firms competitive sealed proposals for the Project or any portion thereof; or (3) exercise any other right afforded under law or pursuant to the Contract Documents. Failure to submit a GMP Proposal in good faith may at Owner's option and discretion constitute default by Construction Manager. Should the GMP Proposal be unacceptable to Owner, but Owner does not determine Construction Manager failed to submit the GMP Proposal in good faith, Owner may terminate this Contract for convenience as provided in Article 14 of the General Conditions and Construction Manager shall not be entitled to payment for any Construction Phase services.
If the GMP Proposal is acceptable to Owner, it may accept the GMP Proposal and the Construction Manager at Risk shall perform the Work covered by such GMP Proposal in accordance with its terms and the terms hereof. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the

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Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.3 The Work
§ 3.3.3.1 The Construction Manager shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Construction Manager agrees to perform the Work in a good and workmanlike manner, consistent with the requirements of the Contract Documents, according to construction industry standards, and in compliance with applicable law. Construction Manager will perform all Work described in the Contract Documents, including Work which, although not specifically shown or described, can be reasonably inferred by a competent contractor from the Contract Documents to be required for the completion of the Work.

§ 3.3.3.2 The Construction Manager will cooperate with the Owner and the Architect, and exercise the Construction Manager's skill and judgment to furnish efficient project administration and supervision; to retain at all times an appropriate number of qualified workers and sufficient materials; and to ensure the Work is performed in an expeditious and economical manner consistent with the Contract Documents.

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§ 3.3.3.3 The Construction Manager shall furnish only skilled, properly trained, and appropriately licensed staff to perform the Work. Owner shall have the right to require Construction Manager to dismiss from the Project any employee of Construction Manager whose performance is not reasonably satisfactory to Owner.

§ 3.3.3.4 "Substantial Completion" means the date certified by the Architect when construction of the Work is sufficiently complete in accordance with the Contract Documents and Construction Manager has obtained either a certificate of occupancy or temporary certificate of occupancy so that the Owner can beneficially occupy and use the entire Project for its intended purpose.

§ 3.3.3.5 "Final Completion" means the date certified by the Architect when (i) construction of the Work is fully complete in accordance with the Contract Documents, including all minor details of construction, landscaping, decoration, mechanical adjustment, or installation, as applicable (i.e. punchlist is complete) and (2) all requirements of §9.10 of the General Conditions have been achieved by Construction Manager.

§ 3.3.3.6 Continuity. Construction Manager acknowledges that the timely and complete performance of its obligations pursuant to the Contract is critical to the business and operations of Owner. Accordingly, in the event of a dispute between Owner and Construction Manager, Construction Manager will continue to so perform its obligations under the Contract and Owner will continue to make undisputed payments during the resolution of such dispute until Final Completion or termination of the Contract.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide information required under Chapter 56 of the Texas Business & Commerce Code.

§ 4.1.3 The Owner has established an overall budget for the Project based upon consultation with the Construction Manager and Architect.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such documents shall be provided for information only and are not warranted or represented to show the conditions at the Project site accurately. The Construction Manager may use the information at its own risk and shall use customary and reasonable precautions relating to the performance of the Work. Construction Manager shall perform all Work to avoid damaging any cables, pipes, pipelines other utilities, and other property on the Property. Construction Manager shall be responsible for any damage done to such cables, pipes, pipelines, other utilities and other property during the Work. Construction Manager is responsible for notifying the State One Call Board of Texas, or one of its approved service providers (e.g., 1-800-DIG- TESS), for locates as required for all foreign and Owner utilities prior to beginning any Work, unless otherwise directed by the Owner. Prior to any excavation at any site, Construction Manager must call any entity known to have facilities in the excavation area, including municipal utility departments, cable and other telecommunications companies, and any other entities not associated with the State One Call Board of Texas to request locates of that entities' facilities.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

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adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Not used.

§ 4.2 Owner's Designated Representative

The Owner's CIP Manager specified in Section 1.1.8 above or her duly appointed successor or designee shall be the representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Owner's authorized representative shall have authority to act on behalf of the Owner, including appropriate reviews and approvals, with respect to the Project in all circumstances, including Applications for Payment, except approval of any Change Order in excess of $100,000 or, when aggregated with all Change Orders, would increase the Contract Sum by more than 25%.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner has retained an Architect to provide services described in the agreement between the Owner and the Architect. The Owner shall provide the Construction Manager a copy of the scope of services in the executed agreement between the Owner and the Architect. Owner reserves the right to change the Architect at any time or to modify the terms of its contractual agreement with the Architect. Owner shall give Construction Manager reasonably timely notice of any termination or replacement of the Architect and of any material changes in the scope of services in its contractual agreement with the Architect that bears on the Work hereunder or the responsibilities or liabilities of the Construction Manager arising under this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«30,000.00 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«NA »

Individual or Position	Rate

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments of undisputed amounts and certified as payable by the Architect are due and payable after receipt of the Construction Manager's submitted Application for Payment for which Architect provides a Certification for Payment. Amounts unpaid « thirty-one » (« 31 ») days after the invoice date shall bear interest in accordance with Texas Government Code Section 2251.025 at the rate set forth therein. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 For the Construction Manager's performance of the Construction Phase Work as described in Section 3.3, Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's proper and timely performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee plus the General Conditions Costs plus the Construction Contingency, the total of which shall not exceed the Guaranteed Maximum Price agreed to in the GMP Amendment, as adjusted by executed Change Order. For the purposes of Article 5, the Contract Sum does not include any Preconstruction Phase compensation.

§ 6.1.2 The Construction Manager's Fee for completed Construction Phase Work, which is payable as a percentage of the Cost of the Work as set forth in the accepted GMP Proposal and shall not include or be added on top of the General Conditions Costs or any Construction Contingency, is:
(State a percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«2.25% »

The Construction Manager's Fee includes all home office expenses, profit, overhead, transportation, travel, meals, and lodging, legal fees, internal accounting, relocation expenses, administrative support, office trailer equipment & supplies, office printing, training, licensing, and other related expenses and in no event be duplicated in or reimbursable as part of the General Conditions Costs or other compensation under the Contract.

All labor-related costs that are part of the Construction Manager's Fee shall include all costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« Construction Manager's Fee will be applied to the Cost of the Work portion of such change (addition or reduction, as applicable) »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« 10% cumulative on all tiers of subcontractors, including Construction Manager's self-performed work»

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§ 6.1.5 General Conditions Costs. Owner and Construction Manager agree that Construction Manager has established the cost for the Construction Manager's general conditions for the Project (the "General Conditions Costs") will be reflected on in the GMP Amendment. Construction Manager represents that all administrative and supervisory personnel costs, direct overhead, and other onsite costs and expenses that are expected to be incurred by the Construction Manager in the performance of its administrative, supervisory, and management responsibilities under the Contract will be described or itemized in the GMP Proposal. The Owner and Construction Manager agree that the General Conditions Costs will be reimbursable to the Construction Manager subject to the limitations and restrictions expressly set forth in this Contract the total amount Construction Manager shall be reimbursed by Owner for General Conditions Costs will not exceed the amount in the GMP Amendment, except as modified by Change Order. The General Conditions Costs shall be paid in each monthly Application for Payment based on the percentage of completion of the Construction Phase at that time such that payment of General Conditions Costs shall equal 100% at Final Completion. Construction Manager's right to payment of General Conditions Costs shall be limited to this monthly amount, subject to the Change Order and Construction Change Directive provisions in in Article 7 of the General Conditions. General Conditions Costs will be subject to audit as provided in Article 10.

§ 6.1.6 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 6.1.7 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« For each consecutive calendar day after the deadline for Substantial Completion the Work is incomplete, the amount of one thousand dollars ($1,000) will be deducted from the money due or that becomes due the Construction Manager, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the Owner will sustain for late completion. »

§ 6.1.8 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« NA »

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Except to the extent Construction Manager makes a successful Claim in accordance with the General Conditions of Contract, Article 15, if the Cost of the Work, including the Construction Manager's General Conditions Costs, together with the Construction Manager's Fee, exceed the GMP, then Construction Manager shall pay such excess from its own funds and shall have no claim against Owner on account thereof. If Owner is required to pay any such excess for any reason, Construction Manager shall be obligated to reimburse Owner such amounts plus interest and all costs of collection, including without limitation, attorneys' fees and expert costs.

§ 6.3 Changes in the Work
§ 6.3.1 Owner in its sole discretion may, pursuant to the procedures set forth in this Article 6 and in Article 7 of the General Conditions, authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. Construction Manager will use commercially reasonable efforts to implement and perform such modifications without impacting the established schedule for performing and completing any Work. If it is not possible to avoid such an impact, Construction Manager will promptly notify Owner of the anticipated impact and obtain Owner's consent prior to implementing the applicable modification. Owner, in its sole discretion, may forego or delay such modifications or temporarily adjust the Work to be performed by Construction Manager, or the schedules associated therewith, to permit Construction Manager's implementation and performance of such modifications.

§ 6.3.1.1 Not used.

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§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Not Used.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 7 or elsewhere in the Contract Documents, there shall be no duplication of costs, and no items of the Cost of the Work shall be payable as General Conditions Costs or elsewhere in the Contract. And no costs that should have been included in the General Conditions Costs may be billed as Cost of the Work.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«NA »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Certain Offsite Materials
§ 7.5.1 Not used.

§ 7.5.2 Not used.

§ 7.5.3 Not used.

§ 7.5.4 Not used..

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, provided the provisions of this section and Section 9.3.2 of the General Conditions are satisfied. Construction Manager will deliver, handle, store and install materials in accordance with the manufacturers' instructions. Construction Manager will store materials for the Project only on-Site or at off-Site locations Owner has pre-approved in writing. Surety for any performance or payment bond on the Project, if any, expressly consents to storage of materials at such off-Site locations approved by Owner.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Not used.

§ 7.6.1.2 Not used.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable; provided that no tax shall be included as part of the Cost of the Work or otherwise payable for which Owner is not liable as a governmental entity.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA

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Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents, or the negligence of anyone for whom Construction Manager is responsible or their failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Not used.

§ 7.6.10 Not used.

§ 7.6.11 Not used.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, if, and to the extent, approved in advance in writing by the Owner, and to the extent not (a) caused by the negligence of Construction Manager, a Subcontractor, suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract or (b) capable of being prevented through timely notice of an unsafe condition to the Owner..

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers that was damaged by Owner or persons for whom Owner is responsible, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

.9 Costs for services incurred during the Preconstruction Phase;

.10 Costs and expenses arising from Construction Manager's indemnity obligations, including but not limited to, Construction Manager's costs and expenses in removing or defending against a mechanic's lien or bond claim asserted against the Owner and/or its property, unless such mechanic's lien or bond claim arises from Owner's wrongful failure to make timely payments or unless such lien or claim arises from dispute for which Construction Manager is defending Owner's position;

.11 Costs, including co-payments, not reimbursed by insurance, including but not limited to deductibles incurred by Construction Manager for losses covered under any insurance policy obtained for the Project. Deductible costs actually incurred for an All-Builders' Risk claim may be a Cost of the Work but shall not increase the GMP;

.12 Penalties for the failure of the Construction Manager or a Subcontractor or another party for whom Construction Manager is responsible under the Contract to comply with applicable laws and regulations, unless the penalties are the result of the Construction Manager's compliance with the Contract Documents; and

.13 Any costs not expressly included as part of the Cost of the Work in Sections 7.1 – 7.8 above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Trade Contractors, Subcontractors & Suppliers

§ 9.3.1 In consultation with Owner and Architect, Construction Manager shall publicly advertise for, and distribute all necessary bidding materials and receive bids or proposals using competitive sealed proposals procurement process from a minimum of three (3) trade contractors, subcontractors, and suppliers, some of which may be designated by the Owner, for the performance of all major elements of the Project Work other than the minor work that may be included in the general conditions. Construction Manager shall establish criteria for determining the bid/proposal that provides the best value to the Owner. All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the Owner

The Construction Manager shall notify the Owner in advance in writing of the date it will receive the bids/proposals. Any bids received before Owner's acceptance of the GMP Proposal shall remain open until after the acceptance by Owner of the GMP Proposal. The Construction Manager may seek, as provided in this paragraph, to self-perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all trade contractors, subcontractors, and suppliers and submit shall submit its proposal(s) to the Owner at least twenty-four (24) hours prior to the published opening of bids. Owner shall decide whether Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work and the Construction Manager shall not receive the Construction Manager Fee or any additional fee for self-performed work. The Construction Manager shall review with Owner all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Owner or Architect or any other professional retained by the Owner. Based on the selection criteria included in the request for proposals, Construction Manager shall recommend to the Owner the bid/proposal that provides the best value. Upon Owner's concurrence in the final terms of the subcontract, Construction Manager shall enter into a written subcontract for the subcontract work and promptly provide a copy to the Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the subcontract or the seventh day after the date of final selection of bids or proposals.

If Construction Manager reviews, evaluates, and recommends to Owner a bid/proposal from a reputable trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, then, pursuant to Texas Government Code Chapter 2269, Subchapter F, the Owner shall compensate the Construction Manager by a change in price, time, and/or the Guaranteed Maximum Price for any additional cost and risk that the Construction Manager actually incurs because of the Owner's requirement that another bid or proposal be accepted. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner is obligated to compensate Construction Manager. If Owner's requirement that another bid or proposal be accepted results in a lower cost, the GMP shall be reduced by such amount the Owner's required bid or proposal is less than the bid or proposal recommended by Construction Manager.

The Construction Manager shall adhere to and include among the other terms for bidding the following specific requirements of bidders in the information to proposers:

.1 The successful proposer's responsibility to provide workers' compensation insurance and certify its compliance in accordance with Texas Labor Code Chapter 406;

.2 The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

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.3 A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate;

.4 The notice regarding trench and shoring safety required by Texas Health and Safety Code, Section 756.02;

.5 Any other notice required by Owner.

Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law. The Construction Manager shall meet the requirements of Chapter 2269, Subchapter F, with respect to selection of and contracting with trade contractors, subcontractors and suppliers.

§ 9.3.2 Construction Manager shall include in each subcontract a provision permitting Construction Manager to assign to Owner each Subcontract upon termination of this Agreement pursuant to Section 14.2 of the General Conditions. Upon such termination, Construction Manager agrees, upon Owner's written request, to execute an assignment of any or all subcontracts to Owner. Each subcontract shall contain provisions stating that: (1) upon assignment of each subcontract to Owner, Subcontractor shall assume toward the Owner all of the obligations and responsibilities which the Construction Manager by the Contract Documents, assumes toward the Owner; (2) Owner's liability to Subcontractor for any costs incurred by Subcontractor prior to the assignment shall be limited to amounts that would have been properly owed by Owner to Construction Manager and by Construction Manager to the Subcontractor for work performed by that Subcontractor prior to the termination and for which Owner has not yet issued payment to Construction Manager unless otherwise agreed to in writing by Owner following the assignment.

§ 9.3.3 Value engineering or cost saving alternative proposals contained in any Construction Manager or Subcontractor bids must be set forth as alternates to bid required by Drawings or Specifications. Construction Manager shall consult with Owner before awarding any alternates to any Subcontractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance. "Value engineering" has its commonly accepted meaning within the construction industry and does not imply the practice of architecture or engineering with or without a license.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work and the General Conditions Costs, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted with all required supporting documentation to the Architect and Owner by the Construction Manager in accordance with the requirements of Section 9.3 of the General Conditions, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«NA »

§ 11.1.3 Provided that all conditions precedent to payment set forth in the Contract Documents have been satisfied, including, but not limited to, such documentation required by this Article 11 and the General Conditions, then Owner shall make payment of the undisputed certified amount to the Construction Manager not later than « thirty » (« 30 ») days after the Owner receives the Certificate for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 Construction Manager shall update the Schedule of Values monthly to show the progress of the Work in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.6.1 In addition to other required items, each Application for Payment shall be accompanied by the following documentation, statements and information, in form and substance reasonably satisfactory to the Owner and in compliance with applicable state statutes:

.1 statement under oath by Construction Manager that all bills or obligations incurred by Construction Manager, for which previous Applications for Payment have been submitted and paid by Owner, have been paid by Construction Manager, or, if any bill or obligation remains outstanding, the statement shall fully disclose the outstanding bill or obligation by stating the name of the person or entity to whom the bill or obligation remains outstanding, the amount of the outstanding bill or obligation, and the reason why such bill or obligation has not been paid; Construction Manager's sworn statement must include Construction Manager's Subcontractor list in Excel electronic format and must reflect the amount of change orders entered into, by Construction Manager with Subcontractors;

.2 a duly executed Conditional Waiver and Release on Progress Payment from the Construction Manager and each Subcontractor waiving all such liens or bond claims for payment for the work covered by the Application for Payment being submitted conditioned upon receipt of payment;

.3 a duly executed Unconditional Waiver and Release on Progress Payment from Construction Manager and each Subcontractor waiving all liens or bond claims for payment for the work covered by the previous month's Application for Payment;

.4 such other reasonable information, documentation, and material as the Owner may request.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

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.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate for Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Final Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«NA »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«NA »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Final Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«NA »

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, including any requirements regarding ownership and insurance, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 Notwithstanding any provisions in the Contract Documents to the contrary, the Owner may withhold payment to the Construction Manager to the extent reasonably necessary to protect its interests hereunder if any one or more of the following conditions exist:

.1 Construction Manager is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents and owner reasonably anticipates it could incur costs as a result of such default;

.2 Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment will be made as to the part thereof attributable to Work which is performed in accordance with the Contract Documents and is not defective (unless otherwise specified herein, only that portion of the Work which is defective will not be paid);

.3 Construction Manager has failed to make payments promptly to Subcontractors for material or labor used in the Work for which the Owner has made payment to the Construction Manager per the terms of this Agreement and the General Conditions;

.4 If Owner in good faith determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, whereupon no additional payments will be due Construction Manager hereunder unless and until Construction Manager, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price that remaining unpaid as determined by Owner to be sufficient to so complete the Work; or

.5 Construction Manager fails to deliver the above-required affidavits, releases and waivers of lien.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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.4 receipt of confirmation of approval of such completion by local government authorities, as evidenced by a certificate of occupancy or similar final inspection certificate; provided, however, that if the Construction Manager has only obtained a temporary certificate of occupancy due to (i) Owner's failure to complete Owner's obligations which are conditions precedent to obtaining a permanent certificate of occupancy, or (ii) additional requirements made by governmental authorities covering items not in the Contract; then final payment shall be made on the basis of such temporary certificate of occupancy;

.5 receipt by Owner of a bills paid affidavit in the form approved by Owner and conforming to any statutory requirements;

.6 a Conditional Waiver and Release of Lien and Bond Claims of Final Payment in the form approved by Owner waiving the Construction Manager's claim for payment, conditioned upon receipt of payment.

.7 a Conditional Waiver and Release of Lien and Bond Claims on Final Payment in the form approved by Owner from each Subcontractor or supplier, waiving, upon receipt of Final Payment, any and all mechanic's liens bond claims or any other claim for payment; and

.8 satisfaction by Construction Manager of the remaining close-out procedures and other final payment requirements described in the Contract Documents

§ 11.2.2. Upon completion of the Work, with the Application for Payment for Final Payment, the Construction Manager shall submit petty cash accounts, copies of invoices, and any other evidence required by Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) retainage applicable to prior progress payments. Owner's examination of the Construction Manager's final accounting shall not prelude Owner from exercising its rights of audit under the terms of Article 10 of this Agreement. The Owner's rights to perform an audit in accordance with the terms of Article 10 shall not be waived or otherwise be dependent on whether or not a review is performed by Owner's accountants in accordance with the terms of this Article 11.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 21 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect or if Owner elects not to request a written report to advise the Architect regarding the auditors' findings.

§ 11.2.2.2 Based upon such Cost of the Work as substantiated by audit and the Construction Manager's final accounting, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«NA »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If

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adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.
(Insert rate of interest agreed upon, if any.)

If owed to Construction Manager for payment of undisputed amounts under the Contract, at the rate provided by the Texas Government Code; and if owed to Owner, at the maximum rate permitted by law.

ARTICLE 12 DISPUTE RESOLUTION
§ 12.1 Intentionally deleted.

§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager as provided in Section 3.2.6 above.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated as provided in Section 3.2.6 above for Preconstruction Phase services completed and accepted. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be compensated for Preconstruction Phase services completed and accepted prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that

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Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services; and

4. if Owner determines the GMP Proposal was not submitted in good faith, subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 In addition to the reasons set forth in Section 14.2 of the General Conditions, Owner may terminate the Agreement, in whole or in part, for cause effective after providing Construction Manager seven (7) days' notice and opportunity to cure or commence to cure, if any one or more of the following occurs: (a) Construction Manager files a voluntary petition in bankruptcy or an involuntary petition is filed against it, Construction Manager is adjudged bankrupt, a court assumes jurisdiction of the assets of Construction Manager under a federal reorganization act or other statute, a trustee or receiver is appointed by a court for all or a substantial portion of the assets of Construction Manager, Construction Manager becomes insolvent, suspends business or ceases to conduct its business in the ordinary course, or Construction Manager makes an assignment of its assets for the benefit of its creditors; or (b) any negligence, gross negligence or willful misconduct by Construction Manager or persons for whom it is responsible. If the Owner terminates the Contract for cause as provided in this section or Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.2.3 If it is determined that Owner did not have cause for termination, then the termination for cause shall be treated as a termination for convenience pursuant to § 13.2.3

§ 13.2.3 Termination by the Owner for Convenience

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Owner may terminate the Agreement in whole or in part for any reason or no reason effective as of the date specified by the Owner in a termination notice to Construction Manager. If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017 Owner's only liability will be to pay Construction Manager unpaid balance due Construction Manager for Work actually performed in accordance with the Agreement up to the termination date, costs incurred by reason of the termination, including costs attributable to termination of Subcontracts (but not including overhead and profit on work not performed by Subcontractors), less any outstanding Claim amount Owner has against Construction Manager.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the insurance required by Exhibit B, Insurance Requirements for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost provided Construction Manager provides sufficient evidence to document the amount of the costs and that it was required to purchase such coverage solely for this Project.

As required by Chapter 2269 of the Texas Government Code, within 10 days of executing this Agreement, Construction Manager shall provide Owner a bid bond or other financial security acceptable to Owner to ensure Construction Manager provides the required Payment and Performance Bonds when the GMP is established, as specified under § 14.3.2 below.

§ 14.3.1.1 Not used.

§ 14.3.1.2 Not used.

§ 14.3.1.3 Not used.

§ 14.3.1.4 Not used.

§ 14.3.1.5 Not used.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in, Exhibit B, Insurance Requirements, and elsewhere in the Contract Documents.

When executing the Guaranteed Maximum Price Amendment, Construction Manager shall provide Payment and Performance bonds as required by Texas Government Code Chapter 2253, in the full penal sum of the Guaranteed Maximum Price, subject to increase pursuant to Change Order or Construction Change Directive in accordance with the Contract. Surety hereby consents to any such changes that increase the penal sums of the bonds as specified in this paragraph.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in Section 14.3.2 above, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 Exhibit A, AIA Document A133™-2019, Guaranteed Maximum Price Amendment, if executed

.3 Exhibit B, Insurance Requirements

.4 Exhibit C, Sections of the Construction Manager's Proposal

.5 AIA Document A201™–2017, General Conditions of the Contract for Construction

.6 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

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User Notes: (2016497530)

.7 Other Exhibits:
(Check all boxes that apply.)

[**«NA »**] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[**« NA »**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« the documents identified in Section 2.1 as being part of the Contract Documents »

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« Josh Schroeder »«Mayor »	« Alison Satt »« Vice President, Division Manager »
(Printed name and title)	*(Printed name and title)*

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User Notes: (2016497530)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the TMLIRP

SUGGESTED ACTION:
Consideration and possible action to approve a Project Development Agreement with the City of Georgetown Transportation Enhancement Corporation and the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Project Development Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") desires to cause the design and construction of a parking garage on behalf of the City and participate in the costs of the design and construction of the parking garage. The parking garage will be a four-level structured parking garage situated on land owned by the City and will include (i) an area of approximately 184,000 square feet, (ii) not less than four hundred thirty-five (435) parking spaces, and (iii) approximately 16,000 square feet of retail space on the ground floor of the parking garage with entries from Ninth Street or Main Street. This Project Development Agreement sets forth the terms under which TMLRIP will cause the design and construction of the parking garage and under which all of the parties will participate in the costs for the design and construction of the parking garage.

FINANCIAL IMPACT:

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
Georgetown GTEC and TMLIRP Project Development Agreement Parking Garage (Final).pdf

STATE OF TEXAS	§	**PROJECT DEVELOPMENT AGREEMENT (PARKING GARAGE)**
	§	
COUNTY OF WILLIAMSON	§	

This **Project Development Agreement** (this "**Agreement**") is made by and among the **City of Georgetown Transportation Enhancement Corporation**, a Type B sales tax corporation ("**GTEC**"), **City of Georgetown**, a Texas home rule municipality ("**City**") and **Texas Municipal League Intergovernmental Risk Pool**, a Texas administrative agency established by Texas local governments pursuant to Texas Government Code Chapters 791 and 2259 and Texas Labor Code Chapter 504 ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, City owns the Land (as described below) located at 911 Main Street in Georgetown, Williamson County, Texas; and

WHEREAS, City desires to cause the design and construction of a four-level structured parking garage to provide public parking containing approximately 184,000 square feet and consisting of not less than four hundred thirty-five (435) parking spaces and approximately 16,000 square feet of retail space (the **"Retail Space**") on the ground floor facing Ninth Street and Main Street on the Land (hereinafter defined as the **"Project"**); and

WHEREAS, Developer desires to provide for parking for its employees and guests and others while working, conducting business, or otherwise visiting the TMLIRP Offices (hereinafter defined); and

WHEREAS, Developer has agreed to cause the design and construction of the Project on behalf of City and has agreed to pay 5/7th of the costs for the design and construction of two hundred (200) parking spaces in the Parking Garage (**"Developer's Project Contribution"**) in exchange for a Parking Easement Agreement (hereinafter defined) in accordance with this Agreement; and

WHEREAS, Developer will manage and oversee the design and construction of the Project on behalf of the Parties, and the Parties have agreed upon a total project budget to be attached to the Agreement as an exhibit (the "**Budget**"); and

WHEREAS, the Project team for the Project is anticipated to include approximately forty (40) or more individual consultants and contractors over the life of the Project; and

WHEREAS, the Parties have determined, pursuant to Section 2269.056 of the Texas Government Code, that the Construction Manager at Risk ("**CMAR**") method under Subchapter F of Chapter 2269 of the Texas Government Code represents the best value for this Project, based on the following findings: the CMAR method integrates contractor expertise during the design development process, provides real-time cost validation and constructability input throughout design, allows value engineering decisions to be made before documents are locked, and

establishes a Guaranteed Maximum Price ("**GMP**") that defines the limits of construction cost exposure for both Parties; and

WHEREAS, the procurement of certain professional services for the Project is subject to the Professional Services Procurement Act, Chapter 2254, Subchapter A of the Texas Government Code, which requires that professional services providers be selected on the basis of demonstrated competence and qualifications rather than competitive bidding or is otherwise exempt from competitive bidding; and

WHEREAS, the procurement of the construction contract for the Project will be subject to the Construction Manager-at-Risk method under Subchapter F of Chapter 2269 of the Texas Government Code, which authorizes a governmental entity to contract separately with a construction manager-at-risk to serve as general contractor and to provide consultation during design and construction; and

WHEREAS, GTEC has agreed to provide funding on behalf of City to pay City's costs of the design and construction of the Project (hereinafter defined) as set forth herein; and

WHEREAS, GTEC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the "**Act**") authorizes GTEC to provide funding for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, GTEC has determined that providing funds to pay City's costs incurred for the design and construction of the Project to be made hereunder is required or suitable for infrastructure for new and expanded business enterprises and constitutes a "project" as that term is defined in the Act; and

WHEREAS, GTEC has determined that providing the funds in accordance with this Agreement will further the objectives of GTEC, will benefit City and City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, Texas Local Government Code Section 271.908 authorizes City to contract with Developer to act as City's agent for the design, development, financing, and construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for purposes of designating Developer as City's agent for the design, development, financing, and construction of the Project, subject to the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Act of Default" or "Default" means the failure by a Party to comply with the requirements of this Agreement, subject to applicable notice and cure periods, as more particularly provided in **Article VI** herein.

"Affiliate" of a specified Person means a Person who is directly or indirectly controlling, controlled by, or under common control with, the specified Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of the specified Person whether through the ownership of voting securities, by contract or otherwise.

"Applicable Procurement Laws" means Chapter 2269 of the Texas Government Code (relating to contracting and delivery procedures for facility construction), the Professional Services Procurement Act (Chapter 2254, Subchapter A, Texas Government Code), and any other applicable provisions of Texas law governing the procurement of public works contracts and professional services by the Parties, as each may be amended from time to time.

"Bankruptcy or Insolvency" means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Budget" means the total approved budget for the Project agreed upon by both Parties and attached as an exhibit to this Agreement, setting forth all approved line items, contingencies, and cost categories for the Project.

"Business Day(s)" shall mean Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

"Change Order" means any change to the Plans and Specifications or the Construction Schedule.

"Change Order Contingency" means the contingency funds included in the Budget to manage the risk of unforeseen field conditions, ambiguities in plans, Force Majeure events, and regulatory and permitting issues that may create additional costs during construction.

"City" means the City of Georgetown, a Texas home rule municipality, acting by and through its City Manager, or designee.

"City Engineer" means City's City Engineer or designee.

"City Manager" means City's city manager, or designee.

"CMAR" or "Construction Manager at Risk" means the construction manager-at-risk selected pursuant to Section 3.8(c) to serve as the general contractor for the Project and to provide consultation during the design and construction thereof, in accordance with Subchapter F of Chapter 2269 of the Texas Government Code.

"Commencement of Construction" means that (i) the Plans and Specifications have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of the Project pursuant to the respective Plans and Specifications have been issued by all applicable governmental authorities; (iii) Developer has issued a written notice to proceed to the CMAR; and (iv) clearing, and/or grading of the Land or relocation of utilities for the construction of the Project has commenced.

"Competition Contract" means any contract awarded by Developer for the design and construction of the Project and for which the cost thereof Developer is to be partially reimbursed by City pursuant to this Agreement.

"Competition Procedures" means the state procurement laws applicable to each Competition Contract. With respect to Competition Contracts for Professional Services (as defined below), such Competition Procedures shall be those set forth in Chapter 2254 of the Texas Government Code. With respect to all other Competition Contracts in excess of $100,000 or other amount as provided by state law, Developer shall have the option of selecting from the procurement methods set forth in Texas Local Government Code Section 252.021 as a means of satisfying the Competition Procedures. Contracts for more than $3,000 but less than $100,000 (excluding those for Professional Services) shall comply with the historically underutilized business requirement set forth in Texas Local Government Code Section 252.0215. Contracts for which the cost thereof is not to be reimbursed by City to Developer pursuant to this Agreement, shall not be subject to any Competition Procedures unless otherwise required by Applicable Procurement Laws.

"Completion of Construction" means the stage at which all work required under the Construction Contract and the Construction Plans has been fully performed, all punch list items have been completed, all required inspections and certifications have been obtained, all permits have been closed out, all final lien waivers have been delivered, all closeout documentation (including as-built drawings, operations and maintenance manuals, and warranty documentation) has been submitted, the Project is ready for final acceptance by City, and City has completed its inspection of the Project and issued a written Final Acceptance Letter in accordance with **Section 3.5 (g)** of this Agreement.

"Construction Contract" means the contract between Developer and the CMAR for construction of the Project.

"CPM Texas" means CPM Texas, the third-party program and project manager retained by Developer to manage the development process for the Project.

"Design Consultants" means design professionals other than the Project Engineer and the Project Architect, selected by Developer to be engaged for the design of the Project.

"Design Standards" means applicable provisions of (i) City's Code of Ordinances; (ii) Historical Architecture Review Committee; (iii) Downtown Master Plan Design requirements; and (iv) all other applicable City ordinances, standards, rules, regulations and construction and development standards applied uniformly by City for all development of similar nature to the Project.

"Developer" has the meaning set forth in the first paragraph of this Agreement.

"Effective Date" means the last date this Agreement has been signed by authorized representatives of the Parties.

"Engineering Services" means the engineering services undertaken by the Project Engineer for the Plans and Specifications for the Project set forth in the Developer's contract with the Project Engineer.

"Expiration Date" means the date the Parties have fully satisfied their respective obligations under this Agreement.

"Final Acceptance" shall have the meaning set forth in **Section 3.9(l)** below.

"Force Majeure" means an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Land is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"GMP" or "Guaranteed Maximum Price" means the guaranteed maximum price established under the Construction Contract that defines the limits of construction cost exposure for the Project.

"GMP Amendment" means the amendment to the Construction Contract signed by Developer and the CMAR adding the GMP and related terms to the Construction Contract.

"Impositions" means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by Developer within City.

"IFC Set" or "Issued-for-Construction Set" means the final set of construction documents incorporating any value engineering modifications and any revisions necessitated by City review comments and regulatory approval conditions received during the permitting process.

"Issued-for-Permit Set" means the drawing set submitted to the City for building permits, which serves as the basis for the CMAR to produce the GMP.

"Land" means that real property described as Lots 1 through 8, inclusive, Block 1, Glasscock Addition to the City of Georgetown, Williamson County, Texas, and more particularly described in that certain Special Warranty Deed dated June 15, 2004, and recorded June 16, 2004, as Instrument No. 2004047277, Official Public Records, Williamson County, Texas.

"Owner's Program Contingency" means the contingency funds included in the Budget to cover additions to the scope of work for the Project.

"Parking Easement Agreement" means the agreement between City and TMLIRP substantially in the form attached hereto as **Exhibit "A"** and incorporated herein by reference.

"Parking Garage" means a four-level structured parking garage to provide public parking conceptually containing approximately 167,800 square feet and consisting not less than four hundred thirty-five (435) parking spaces and approximately 16,000 square feet of retail space on the ground floor facing Ninth Street and Main Street.

"Permits" means all permits and approvals required for the design and construction of the Parking Garage, including site plan approvals and building permits.

"Person" means any individual, trust, estate, partnership (general, limited, or limited liability), joint venture, company, corporation, association, limited liability company, or other legal entity, business organization or enterprise.

"Plans and Specifications" or "Construction Plans" means the final plans, drawings, and specifications for the design and construction of the Project as approved by City, and as modified by Change Order approved by City.

"Professional Services" shall have the meaning assigned in Section 2254.002(2) of the Texas Government Code.

"Project" means, collectively, the design and construction on the Land of the Parking Garage, the Retail Space and other ancillary facilities as described in more detail in **Exhibit "B"** attached hereto and made a part hereof.

"Project Architect" means Perkins & Will, which has been approved by Developer and City to provide the services for the schematic design, the design development construction documents, and construction administration for Developer for the Project.

"Project Costs" means the total cost for the design and construction of the Project determined upon the Completion of Construction and collectively includes Developer's Project Share, City's Project Share, and the Retail Space Costs.

"Project Engineer" means Kimley-Horn, which has been approved by Developer and City to provide the Engineering Services.

"Project Funds" means funds contributed by the Parties and from any other sources to be spent to pay Project Costs.

"Project Schedule" means the schedule for the design, permitting, and construction of the Project, as established by Developer and updated from time to time.

"Purchasing Manager" means City's purchasing manager or designee.

"Retail Space" shall have the meaning assigned in the Recitals.

"Retail Space Costs" means the portion of the Project Costs incurred and/or allocated to the design and construction of the Retail Space.

"Sub-Contractor(s)" means the sub-contractor(s) selected by the CMAR to perform work on the Project.

"Substantial Completion" means the stage at which the Project, or a designated portion thereof, is sufficiently complete in accordance with the Construction Plans so that City can occupy or utilize the Project, or a designated portion thereof, for its intended purpose, and all systems necessary for occupancy and use (including fire protection, life safety, mechanical, electrical, plumbing, and elevator systems) are operational, even though minor punch list items, cosmetic work, or other non-critical items may remain to be completed. A certificate of occupancy or temporary certificate of occupancy issued by the applicable governmental authority shall be evidence of Substantial Completion.

"Substantial Completion Deadline" means two years following Commencement of Construction, subject to extension for Force Majeure and other permitted delays under this Agreement.

"TMLIRP Offices" means the property and buildings owned by Developer and used by Developer as its general headquarters and official place of business located at 205 E. University Avenue in Georgetown, Texas.

Article II
Term

The Term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein (the "**Term**").

Article III
Project

3.1 Project Management and General Authority.

(a) General. Developer shall cause the design and construction of the Project as set forth herein.

(b) CMAR. Developer and City have agreed that Developer shall utilize the CMAR method for the design and construction of the Project; provided, however, Developer and City may agree to select and utilize another procurement method for the design and construction of the Project if necessary or deemed advisable.

(c) Project Manager. Developer will manage and oversee the design and construction of the Project on behalf of City. Developer has retained CPM Texas to serve as its third-party program and project manager for the Project to manage the development process for Developer from beginning to end, including oversight of design, procurement, permitting, construction administration, budget tracking, and project reporting. Developer shall pay CPM Texas's fees directly, and such fees shall be a Project Cost within the Budget.

(d) Pre-Execution Notice to City. Not later than ten (10) business days before Developer's execution of any agreement with the CMAR, the Project Engineer, and the Project Architect, Developer shall provide copies to City for its records. City shall have ten (10) calendar days after receipt of such agreement(s) to notify Developer in writing of any objection to such agreement(s). If City objects, the Parties shall negotiate in good faith to resolve the objection not later than thirty (30) calendar days after City delivers the notice of objection. If the objection remains unresolved at the expiration of such thirty (30) calendar day period, the matter shall be escalated pursuant to the dispute resolution procedure set forth in the Agreement.

3.2 Competition Procedures.

(a) Generally. All Competition Contracts shall be awarded in conformance with the applicable Competition Procedures. Notwithstanding any other provision contained herein, any contract related to the Project the cost of which is not to be reimbursed to Developer by City shall not be considered a Competition Contract and shall not be required to comply with the Competition Procedures except as otherwise required by Applicable Procurement Laws.

(b) Developer's Competition Procedures. The following procedures shall apply to the design and construction of the Project (the "**Developer's Competition Procedures**"):

(1) All requests for sealed proposals, requests for bids, or other solicitation for services shall be submitted to City for review and approval;

(2) All advertisements/notifications and advertisement/notification schedules for requests for sealed proposals, requests for bids, or other solicitations for services shall be submitted to City for review and approval before placement of such advertisements or issuance of such notifications;

(3) City shall be notified in writing of the date, time, and place of all pre-bid/proposal conferences and have the right to attend same;

(4) City shall be notified in writing of the date, time, and place of the opening of all bids/proposals or other responses to solicitations for services and have the right to attend same;

(5) City shall be notified in writing of the date, time, and place of all meetings discussing the evaluation of bids, proposals, or other responses to solicitations for services and have the right to attend same;

(6) City shall have the right to review and approve the CMAR selected by Developer prior to the award and signing of the applicable contract; and

(7) Developer shall provide City with copies of all bids, proposal advertisements and schedules, requests for bids and/or sealed proposals, responses to requests for bids, sealed proposals, and/or other solicitations for services, requests for bids, and/or sealed proposal addendums.

(c) Coordination with City. City's Purchasing Manager and City's Public Works Project Manager shall be responsible for coordinating with Developer regarding City approvals, consents, and guidance for the Developer Competition Procedures of the Project.

3.3 Project Engineer and Project Architect.

(a) Selection of Design Consultants. Developer shall have the right to select the Design Consultants to be engaged for the design of the Project, except for the Project Engineer

and Project Architect, provided the funding for the costs of such Design Consultants are included in the approved Budget.

(b) Project Architect. Developer shall contract with one or more certified and licensed professional architects (or firms) to prepare plans and specifications for the design and construction of the Project for City's benefit. The professional architect (or firm) selected by Developer must be approved in writing by City prior to any services being provided by the selected professional(s). Developer's contract with the Project Architect shall provide that the plans and specifications for the Project are being prepared for the benefit of City and that City (its agents and contractors) may publish, reproduce, and use such plans and specifications for the Project. City has the sole right to approve or reject Developer's selection of the Project Architect and the cost of such services. City has initially approved Perkins & Will as the Project Architect.

(c) Project Engineer. Developer shall contract with one or more professional engineers (or firms) licensed in the State of Texas to provide Engineering Services for the Project for the benefit of City. The professional engineer (or firm) selected by Developer must be approved in writing by City prior to any services being provided by the selected professional(s) (or firm). Developer's contract with the Project Engineer shall provide that the plans and specifications for the Project are being prepared for the benefit of City and that City (its agents and contractors) may publish, reproduce, and use such plans and specifications for the Project. City has the sole right to approve or reject Developer's selection of the Project Engineer. City has initially approved Kimley-Horn as the Project Engineer.

3.4 Construction of Project. Subject to delays caused by events of Force Majeure, Developer agrees to cause the Commencement of Construction of the Project to occur on or before 30 days after issuance of the Permits, and, subject to delays caused by events of Force Majeure or delays caused by the City's failure to comply with the terms of this Agreement, to cause Substantial Completion of the Construction of the Project to occur on or before the Substantial Completion Deadline

3.5 Temporary Construction and Access Easement.

(a) Grant. City hereby grants and conveys to Developer, subject to the terms and conditions set forth in this Agreement a temporary construction easement (the "**Temporary Construction Easement**") on, over, under, and across the Land (the "**Easement Area**").

(b) Easement Purposes. The Temporary Construction Easement, with its rights and privileges, shall be used by Developer, its agents, consultants, and contractors, only for construction purposes, namely for the purpose of temporarily storing supplies, trucks, construction vehicles, construction equipment, and utility equipment and related facilities on and within the Easement Area, and for the purpose of traversing on, over and across the Easement Area in connection with the design and construction of the Project in accordance with this Agreement (the "**Easement Purposes**").

(c) Access Route. On or before the execution of the GMP Amendment, City and Developer agree to establish one or more routes to provide access for vehicles to and from the

Easement Area on and over existing public rights-of-way during construction of the Project (the "**Access Routes**"). Except for the Easement Area and the Access Routes, Developer and its contractors shall not have the right to access any other portion of City's property without City's prior written consent, which shall not be unreasonably withheld or delayed. In establishing the Access Routes, the Parties shall take into consideration (i) the noise and traffic impact the use of a proposed Access Route will have on existing residential properties and adjacent commercial business, (ii) the size and types of vehicles that will require use of one of more of the Access Routes, (iii) the days of the week the vehicles will be operating on the chosen Access Route, (iv) the time of day vehicles will be operating on the chosen Access Route; and (v) the condition of the paving of the Access Route and its ability to withstand the weight of a particular construction vehicle without causing damage to such Access Route. Notwithstanding the foregoing, if, in connection with construction of the Project, Developer determines that because of the size, weight, height, and/or design of a particular vehicle such vehicle is unable to reasonably access the Easement Area over an agreed Access Route, Developer shall provide a written request to City for use of an alternate access route for such vehicle (the "**Alternate Route Request**") setting forth the proposed alternate access route, the reason such vehicle is unable to use an approved Access Route, and the proposed dates and times such vehicle will be operating on such alternate access route. Not later than five (5) Business Days after receipt of the Alternate Route Request, City shall approve or disapprove the use of the alternate route described in the Alternate Route Request, which approval shall not be unreasonably withheld, delayed, or denied. City and Developer agree to use reasonable efforts to not use public rights-of-way through residential areas for Access Routes or an alternate access route; provided, City and Developer acknowledge and agree there may be certain circumstances and certain vehicles that will require the Easement Property to be accessed through public rights-of-way located within a residential area.

(d) Term. The Temporary Construction Easement shall be in effect on the date that Commencement of Construction of the Project has occurred and shall terminate upon the earlier of (i) the date of Completion of Construction of the Project and (ii) after the third (3rd) anniversary of the Effective Date.

(e) Compliance; Condition; Restoration. Developer shall comply with all federal, state, municipal, and other laws, ordinances, rules, and regulations applicable to the use of the Easement Area. Developer shall comply with the terms and conditions of this Agreement, as applicable to the Temporary Construction Easement and the rights granted herein. Developer shall maintain the Easement Area in a good, clean, and well-maintained condition, which shall include promptly removing all trash and debris therefrom. After Completion of Construction of the Project, but in any event prior to the termination date of the Temporary Construction Easement. Developer shall remove all trash, debris, construction equipment, vehicles and other construction materials from the Easement Area and shall return the Easement Area to like or better condition, or as close thereto as reasonably possible.

(f) Not Exclusive. The Temporary Construction Easement is not exclusive, and City hereby expressly reserves the right for itself and its successors and assigns, without the prior written consent of Developer, to grant such other similar or dissimilar easements, rights, benefits, rights-of-way, and privileges to such other persons and for such other purposes, including, without limitation, the right to grant utility or other required easements to utility providers or governmental

authorities on the Easement Area, and to make or construct improvements over, across, upon and under the Easement Area as City, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under such Easement Area shall not unreasonably interfere with, or unreasonably restrict the use of, the Easement by Developer for the Easement Purpose.

(g) **"AS IS"**. DEVELOPER ACCEPTS THE EASEMENT AREA AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. CITY MAKES NO IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE TEMPORARY CONSTRUCTION EASEMENT, OR THE EASEMENT AREA. ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED. DEVELOPER FULLY RELEASES CITY, ITS COUNCIL, OFFICERS, AGENTS, EMPLOYEES, AND CONSULTANTS (EACH, A "**CITY PARTY**"), FROM LIABILITY FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES WITH RESPECT TO THE EASEMENT AREA AND/OR THE TEMPORARY CONSTRUCTION EASEMENT EXCEPT FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY PARTY. THIS PROVISION WILL SURVIVE THE TERMINATION OR RELEASE OF THIS AGREEMENT.

(h) **No Public Dedication**. The Temporary Construction Easement is not a public easement or right-of-way and is not intended, and shall not be construed, to be a dedication to the public use of the Easement Area.

3.6 **Project Costs Contribution**.

(a) **Project Cost Allocation**. The Parties agree that the Parties' share of the costs to design and construct the Project shall be as follows:

(1) ***Developer's Project Share***. Developer's share of the Project Costs (the **"Developer's Project Share"**) shall be a percentage of the Project Costs determined as follows:

(i) The amount of Project Cost to design and construct Two Hundred (200) parking spaces; divided by

(ii) The amount of Project Cost to design and construct the number of parking spaces to be constructed in the Parking Garage as set forth in the Final Budget (hereinafter defined)); multiplied by

(iii) Five/Sevenths (5/7).

For purposes of calculating the Developer's Project Share, the Retail Space Costs as set forth in the Final Budget shall be excluded. For purposes of calculating the Developer's

Project Share, the Parties agree that eighty percent (80%) of the Project Costs set forth in the Final Budget shall be allocated to the Parking Garage, and twenty percent (20%) of the Project Costs shall be allocated to the Retail Space Costs based on the estimated relative construction costs of the Parking Garage and Retail Space. The Retail Space Costs shall be excluded from the Project Costs for purposes of calculating the Developer's Project Share..

(2) ***City's Project Share***. City's share of the Project Costs (the **"City's Project Share"**) shall be the Project Costs (including the Retail Space Costs) less the Developer's Project Share.

(b) Developer's Share Adjustment. Following the Completion of Construction of the Project and City acceptance thereof, Developer's Project Share as determined in Section 3.6(a)(1) above shall be adjusted based on the actual total number of parking spaces constructed for the Project.

(c) Monthly Progress Payment Allocation. For purposes of determining the amount of City's monthly progress payments of the Project Cost as set forth in Section 4.1, the Parties agree that each such monthly payment by City shall be the amount as set forth in the respective monthly payment application less the amount of Developer's Project Share of such payment application amount after applying the Developer's Project Share as set forth in Section 3.6 (a)(1).

3.7 Preliminary Budget.

(a) Generally. Developer has prepared a preliminary budget for the costs to design and construct the Project (the **"Preliminary Budget"**), attached as **Exhibit "C"** hereto. Nothing herein shall be construed as prohibiting the Parties from agreeing to share in excess costs, in which event the Developer's Project Share and City's Project Share shall be reflected in a revised Preliminary Budget mutually approved in writing by the Parties.

(b) Contract Solicitation. Following the Parties' approval of the Preliminary Budget, Developer shall proceed with the process for the solicitation and award of contract(s) for the design and construction of the Project.

(c) Contract Award; Notice; Final Budget. Developer shall provide to City not less than fifteen (15) Business Days' written notice of the date(s) Developer intends to award contracts for the design and construction of the Project, which notice shall include the amounts of such contracts (including the segregated amounts for the Retail Space of the Project). If City approves such contract(s), Developer shall prepare or cause to be prepared a **"Final Budget"** for the Project which shall be used by the Parties for determining the Parties' respective contribution for the Project and City's monthly progress payments to Developer as set forth in Article IV.

(d) "Value Engineering". If after Developer has received proposals for construction of the Project and it is determined that (i) if the contract for construction of the Project were to be awarded pursuant to Section 3.7(c), the Project Costs will exceed the Preliminary Budget, the Parties shall direct the CMAR, Project Architect, and/or Project Engineer, as appropriate, to take such action as reasonable and necessary to re-design the Project in a reasonable effort to reduce

the Project Costs to an amount that can be paid in full by the Parties with funds appropriated and/or budgeted for the Project. The costs for the additional services incurred in redesigning the Project as provided above shall be added to and treated as Project Costs.

(e) Project Costs Reconciliation. Not later than thirty (30) days after Completion of Construction of the Project and City acceptance thereof, the Parties shall reconcile the actual and final Project Costs, including any approved change orders, against the Final Budget and City payments to Developer for the Project Costs as provided in Section 4.1 for the Project to determine whether City and/or Developer have underpaid or overpaid their respective share of the costs of the Project (**"Project Costs Reconciliation")**. Not later than thirty (30) days after completion of the Project Cost Reconciliation, the Party who has overpaid its respective share of the Project Costs shall be reimbursed by the other Party for such overpayment.

3.8 Contract Procurement

(a) Delivery Method. The Parties have determined that the CMAR method under Subchapter F of Chapter 2269 of the Texas Government Code represents the best value for the Project. Developer shall procure the Construction Contract using the CMAR method through a two-step selection process as provided under Chapter 2269.

(b) Two-Step Selection Process.

(1) ***Step One - Request for Qualifications***. Developer shall prepare and issue or cause the preparation and issue of an initial request for qualifications that includes: (i) a statement that the selection process is a two-step process; (ii) general information on the project site, project scope, schedule, selection criteria and the weighted value for each criterion, and estimated budget; and (iii) the time and place for receipt of qualifications. Developer shall not request fees or prices in Step One.

(2) ***Step Two - Request for Proposals***. Developer may request that five (5) or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the CMAR's proposed fee and prices for fulfilling the general conditions.

(3) ***Public Notice***. Developer shall publish notice of the request for qualifications or request for proposals for the CMAR in accordance with the notice requirements of Applicable Procurement Laws, including publication in a newspaper of general circulation in Williamson County, Texas.

(4) ***Public Opening***. At each step, Developer shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step, Developer shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.

(5) ***Pre-Proposal Conferences.*** Developer may, in its discretion, hold one or more pre-proposal conferences to allow prospective offerors to review the Project

documents and ask questions regarding the scope of work. City shall be entitled to have representatives present at any such pre-proposal conference.

(6) ***Evaluation and Ranking***. Not later than the forty-fifth (45th) day after the date on which the final proposals are opened, Developer shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

(7) ***City participation in CMAR selection Process***. City shall be entitled to have at least two (2) representatives participate in the process for the selection of the CMAR by Developer.

(c) Selection of CMAR.

(1) ***Developer Selection; City Participation and Approval.*** Subject to the approval of City, Developer shall select the offeror that submits the proposal that offers the best value for the Parties based on the published selection criteria and on its ranking evaluation as set forth therein. Prior to the selection of the proposal that provides the best value, Developer shall provide City with a written notification which includes all statements of qualifications and responses to requests for proposals received by Developer, identification by Developer of Developer's selected offeror, the selection ranking of the offerors, and the basis for Developer's selection. City shall have fifteen (15) business days to provide written notice to Developer to approve or reject Developer's recommended offeror and selection rankings after receipt of such notification, which approval shall not be unreasonably denied or delayed. Failure of City to timely respond to such notification shall be deemed acceptance of Developer's selection of the offeror.

(2) ***Negotiation with Selected Proposer***. Following the process set forth above, Developer shall first attempt to negotiate a contract with the selected offeror. If Developer is unable to negotiate a satisfactory contract with the selected offeror, Developer shall formally and in writing end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

(3) ***Disclosure of Rankings***. Not later than the seventh (7th) day after the date the Construction Contract is awarded, Developer shall make the rankings public.

(d) Right to Reject Bids. Developer reserves the right to reject any or all bids or proposals if, in its reasonable judgment, it is in the best interest of the Parties and the Project to do so. If Developer rejects all bids or proposals, Developer shall promptly notify City, and the Parties shall confer regarding whether to re-solicit request for bids or proposals, modify the scope of work, or pursue an alternative delivery method authorized by Applicable Procurement Laws.

(e) Contract Award and Execution. Prior to the award of the Construction Contract, Developer shall provide City with a written summary of the evaluation results and the identity of the recommended CMAR. City shall have seven (7) business days from receipt of such summary to provide written comments or objections. Developer shall consider the City's comments in good

faith before making a final award determination. Upon award, Developer shall negotiate and execute the Construction Contract with the selected CMAR on terms consistent with the solicitation documents and Applicable Procurement Laws.

3.9 <u>Design and Construction of Project</u>.

(a) Conceptual Design and Programming.

(1) Upon mobilization of the Design Consultants, Developer and the Project Architect shall undertake a programming process and develop a conceptual design for the Project. CPM Texas shall prepare an opinion of probable cost in coordination with the design team.

(2) The conceptual design package, including the opinion of probable cost, shall be submitted to City for review. A meeting shall be held to present the package and address questions from City's representatives. City shall respond with written approval or specific written objections to the conceptual design package not later than fifteen (15) business days after receipt of the conceptual design package. The failure to object within the fifteen (15) business day review period shall be deemed approval of the conceptual design package.

(3) Concurrent with conceptual design, the Project Engineer shall advance civil design and prepare a site constraints map. Survey, geotechnical, and SUE work shall be initiated. Utility relocation needs and potential upgrades shall be identified.

(b) Schematic Design.

(1) Upon conceptual design approval by both Parties, the Project Architect shall proceed with schematic design of the Project.

(2) The schematic design package and the CMAR cost estimate shall be presented to the City for review and approval by the city council for City. The city council for City shall have fifteen (15) business days from receipt of such package and estimate to respond with written approval or specific written objections. The failure to object within the fifteen (15) business day review period shall be deemed approval of the schematic design package and the CMAR cost estimate.

(c) Design Development.

(1) Upon schematic design approval and confirmation that the Project is proceeding within budget, design development of the Project shall commence. The CMAR shall engage the precast subcontractor as a delegated design item. Procurement of precast shall be initiated as a critical-path item, and any early release of materials for precast shall be structured as a GMP amendment. The Parties acknowledge that multiple GMP amendments are anticipated during the course of design of the Project as discrete early procurement packages are released.

(2) The CMAR shall perform cost estimates at design development completion. Additional estimates shall be updated as material new scope items are identified, particularly civil-related items arising from utility and site investigation work. All estimates shall be shared with the City for review, and the City shall have fifteen (15) business days from receipt thereof to provide written approval or specific written objections. The failure to object within the fifteen (15) business day review period shall be deemed approval of such estimates. Developer and the Design Consultants shall promptly notify the City in writing of any budget concerns or unforeseen conditions as they arise.

(d) Design and Construction. Following completion of Design Development and approval of the design of the Project but prior to Commencement of Construction, Developer shall make, or cause to be made, application for any necessary permits and approvals that are customarily required by City ordinances and any applicable governmental authorities to be issued for the construction of the Project. City shall expedite the review and approval of those permits and approvals. City shall waive all City inspection fees pertaining to the application and issuance of such necessary permits and approvals for the Project. Developer shall cause the Project Engineer and the Project Architect to design, and the CMAR to construct, the Project in accordance with the Plans and Specifications and the Design Standards.

(e) Plans and Specifications.

(1) Prior to seeking bids or proposals for the Project, Developer shall submit, or cause to be submitted, the proposed Plans and Specifications to City for review and approval, which approval shall follow City customary process for permits and approvals for public works projects and which approval shall not be unreasonably withheld, conditioned, or delayed.

(2) City shall have thirty (30) days following receipt of the initial submittal of proposed Plans and Specifications to review and approve or disapprove the proposed Plans and Specifications, which City review and approval shall not be unreasonably withheld, conditioned, or denied.

(3) If City does not approve the initial set of proposed Plans and Specifications , City shall return the proposed Plans and Specifications to Developer on or before the end of such thirty(30) day period with comments detailing why such Plans and Specifications were not approved.

(4) If disapproved in accordance with paragraph (3), above, Developer shall cause the Project Engineer and/or Project Architect to revise and/or modify the proposed Plans and Specifications and resubmit them to City for review and approval.

(5) City shall (i) approve or (ii) disapprove with written comments the first resubmission of the Plans and Specifications described in paragraph (3), above, not later than thirty (30) days after receipt of such resubmission by Developer.

(6) If disapproved in accordance with paragraph (5), above, Developer shall cause the Project Engineer and/or Project Architect to revise and/or modify the proposed Plans and Specifications and resubmit them to City for review and approval.

(7) The process described in paragraphs (5) and (6), above, shall continue until the Plans and Specifications have been approved by City; provided, however, City shall (i) approve or (ii) disapprove with comments each resubmittal not later than fifteen (15) days after receipt of such resubmittal.

(8) If Developer is unable to perform or satisfy other requirements or deadlines under this Agreement due to City's review, approval or disapproval of the proposed Plans and Specifications beyond the period set forth in paragraphs (2), (5), and (7), above, then Developer shall be excused from doing or performing the same during such period of delay, so that the deadline applicable to completing or performing such obligation or performance shall be extended for the same number of days equal to the number of days between the end of such City approval/disapproval period and the day City actually provides Developer approval or disapproval with comments of the Plans and Specifications. City shall not be in default of this Agreement if City fails to provide City's approval or disapproval of the Plans and Specifications within the times provided in this subsection (e), it being agreed that TMLIRP's sole remedy for such failure being set forth in this paragraph (8).

(f) Change Orders. From time to time, Developer may submit proposed Change Orders to the Plans and Specifications to City for approval, which approval will not be unreasonably withheld, conditioned, or delayed. City shall review, approve, or deny with written comments a requested Change Order not later than thirty (30) days after receipt of the same; provided, however, when a Change Order that results in a change in the Project requires review and/or approval by City's Planning and Zoning Commission, City Council, or other board or commission, City shall have such time to approve such Change Order as may be reasonable and necessary to obtain the recommendation and/or approval of such body(ies). Notwithstanding anything to the contrary in this Agreement, a Change Order resulting in an increase in the Project Costs shall not be deemed approved without City's prior written consent. If Developer is unable to perform or satisfy other requirements or deadlines under this Agreement due to City's review, approval or denial of the proposed Change Order beyond the City's review period, then Developer shall be excused from doing or performing the same during such period of delay, so that the time deadline applicable to completing or performing such obligation or performance shall be extended for the same number of days between the end of such period for approval/disapproval and the day City actually provides Developer approval or disapproval with written comments of the Change Order.

(g) Pre-Construction Conference. Prior to the Commencement of Construction, Developer, the CMAR, the Project Engineer, and the Project Architect shall hold a pre-construction conference with the City Engineer and the applicable private and public utility companies, if necessary. At that time, Developer shall submit a Construction Schedule to City's Public Works CIP Manager setting forth the estimated timelines for the commencement and completion of the Project.

(h) Quality Control and Testing. Developer shall comply with, and shall cause the CMAR to comply with the following:

> Quality control testing of materials used in construction shall be in accordance with the requirements of the City standards and shall be performed by a local qualified accredited laboratory which has been certified as having met the basic requirements of ASTM E 329 "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction." The laboratory shall be approved by City, which approval shall not be unreasonably withheld, conditioned, or delayed, and the costs of such testing shall be paid as Project Costs. All test results and reports of quality control testing in connection with the Project shall be made available to the City in a timely fashion.

(i) Performance of Work by CMAR.

(1) The CMAR shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions.

(2) The CMAR may seek to perform portions of the work itself if the CMAR submits its bid or proposal for those portions in the same manner as all other trade contractors or subcontractors, and Developer determines that the CMAR's bid or proposal provides the best value for the Project.

(3) All trade contractor or subcontractor bids or proposals shall be reviewed by the CMAR in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMAR, architect, engineer, or Developer. All bids or proposals shall be made available to Developer and City on request and to the public after the later of the award of the applicable Construction Contract or the seventh (7th) day after the date of final selection of the trade contractor or subcontractor.

(j) Completion of Construction. Developer shall comply with, and shall cause the CMAR to comply with, **Section 3.8** and all applicable local and state laws and regulations regarding the design and construction of the Project in accordance with the Plans and Specifications, including, but not limited to, any applicable requirement relating to payment, performance, and maintenance bonds. Upon Completion of the Project, Developer shall provide City with (i) a final cost summary of all costs incurred and paid associated with the construction of the Project, and (ii) the Final Acceptance Package (hereinafter defined).

(k) Project Inspection. City shall have the right to inspect all aspects of the Project at any time during design and construction, upon reasonable notice to Developer. City may, at its own expense, retain a third-party inspector to perform inspections of the Project. The cost of any such third-party inspector shall be borne solely by City and shall not be a Project Cost. The City Engineer shall have the right to inspect the Project work to determine whether the Project construction is in accordance with the requirements of this Agreement as well as City ordinances and

regulations pertaining to the construction of Project. City shall promptly notify Developer in writing at any time City determines that Project construction is defective, non-compliant, or is not in accordance with this Agreement and/or the Plans and Specifications. The Parties will meet to determine a commercially reasonable solution to any defective or non-compliant Project work and a commercially reasonable period of time in which any such Project work should be remedied; provided Developer shall implement a corrective plan of construction with the agreement of City. Any dispute regarding the existence or scope of a deficiency not resolved by the above process shall be resolved in accordance with the dispute resolution procedure in this Agreement.

(l) Final Acceptance Procedures. The procedures for final acceptance of the Project ("**Final Acceptance**") shall be in accordance with City's standard requirements for City acceptance of a public works project. Developer shall submit a package to the City (the "**Final Acceptance Package**") containing the following items:

(1) An executed Developer's affidavit stating that all payrolls, invoices for materials and equipment, and other liabilities connected with the Project for which City, or City's property, might be responsible, have been fully paid or otherwise satisfied;

(2) An executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Project for which City, or City's property, might be responsible, have been fully paid or otherwise satisfied;

(3) A consent of surety;

(4) A full set of digital as-built drawings;

(5) Delivery of a bill of sale, deed, or other instrument conveying to City the ownership of any part of the Project not already conveyed to City;

(6) Delivery of all warranties or assignment of warranties described in **Section 4.11**; and

(7) Delivery of an application for the final payment and supporting documentation as described in **Section 4.1**.

Following Developer's delivery of the Final Acceptance Package, City shall use reasonable and good faith efforts to review and approve the Final Acceptance Package as expeditiously as possible, such approval not to be unreasonably withheld, conditioned or delayed. Failure of City to approve or disapprove the Final Acceptance Package on or before thirty (30) days following receipt thereof shall be deemed disapproval. If Developer is unable to perform or satisfy other requirements or deadlines under this Agreement due to City's review, approval, or denial of the Final Acceptance Package extending beyond the 30-day period, then Developer shall be excused from doing or performing the same during such period of delay, so that the deadline applicable to completing or performing such obligation or performance shall be extended for the same number of days equal to the number of days between the end of such 30-day approval/disapproval period

and the day City actually provides Developer approval or disapproval of the Final Acceptance Package.

3.10 Bonds.

(a) Developer shall require each bidder for the Construction Contract to furnish bid security in an amount not less than five percent (5%) of the total bid amount when the GMP Amendment becomes effective, in the form of a cashier's check or surety bond, as permitted by Applicable Procurement Laws.

(b) Prior to Commencement of Construction of the Project, Developer shall cause the CMAR to provide payment bonds and performance bonds for the construction of the Project to ensure completion of the Project in satisfaction of Section 212.073 of the Texas Local Government Code and Chapter 2253, Texas Government Code, as amended in forms reasonably satisfactory to City. Developer shall cause the Contractor to provide maintenance bonds in the amount of 100% of the total construction cost of the Project (for a period of two (2) years following completion of the Project and acceptance by City) in favor of City for the Project in accordance with City's standard requirements and regulations pertaining to maintenance bonds for public improvements uniformly applied by City to construction of projects of similar nature to the Project.

(c) If a fixed contract amount or GMP has not been determined at the time the Construction Contract is awarded, the penal sums of the performance and payment bonds delivered to Developer for the benefit of City shall each be in an amount equal to the construction budget as specified in the request for proposals or qualifications. The CMAR shall deliver the bonds not later than the tenth (10th) day after the date the GMP Amendment is signed, unless the CMAR furnishes a bid bond or other financial security acceptable to Developer and City to ensure that the CMAR will furnish the required performance and payment bonds when a GMP is established.

3.11 Regulatory Requirements. Developer shall, with respect to the design and construction of the Project, comply with, and shall cause each Contractor to comply with the Design Standards, which include the following:

(a) Chapters 1001 and 1051, Texas Occupation Code;

(b) All laws relating to procurement of professional services under Chapter 2254 of the Texas Government Code;

(c) All laws relating to procurement under Chapters 252 and 271 of the Texas Local Government Code that apply to City;

(d) City's design and construction standards;

(e) The Texas Accessibility Standards and ADA requirements and City Public Right-of-Way Accessibility Guidelines;

(f) City's General Terms and Conditions applicable for public works;

(g) Applicable state, local and federal laws; and

(h) City's rules and regulations pertaining to permitted days and hours allowed for construction activities within City.

3.12 **Cleaning the Project Site**. During the construction of the Project, Developer will use commercially reasonable efforts to keep the area within which the Project work is being constructed free and clear of any trash or debris not typically associated with a construction site. Upon final completion of the Project work, Developer shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials, together with all of Developer's property therefrom. Developer shall cause the disposal of all refuse at a Texas Commission on Environmental Quality approved landfill. Any City property that is damaged by Developer and/or Contractor during the construction of the Project shall be restored to its condition that existed prior to such damage. No additional payment shall be made by City for this work.

3.13 **Access to Work and Inspections**. In addition to City's inspection rights set forth under **Section 3.9(k)** above, City, and its respective representatives, shall have access to the Project site at all times from Commencement of Construction through the Completion of Construction to perform inspections of the Project to ensure that such public infrastructure improvements are being constructed in accordance with the Plans and Specifications. Developer shall take whatever steps reasonably necessary to provide such access when requested. Subject to the foregoing, City shall promptly notify Developer of any defects or non-conformances in the work discovered by or on behalf of City during City inspection. The Parties will meet to determine a commercially reasonable solution to any Project work defects or non-conformance and a commercially reasonable period of time in which any non-conformance should be remedied.

3.14 **Indemnification**.

CITY AND GTEC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF DEVELOPER OR ITS CONTRACTOR PURSUANT TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY AND GTEC, THEIR RESPECTIVE COUNCIL, BOARDS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "**CITY PARTIES**") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ANY ONE OR MORE OF THE CITY PARTIES. DEVELOPER DOES HEREBY DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM DEVELOPER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY NEGLIGENT OR INTENTIONAL ACT OR

OMISSION ON THE PART OF DEVELOPER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTOR(S), SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (COLLECTIVELY REFERRED TO AS "**DEVELOPER PARTIES**") IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT TO THE EXTENT SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE CITY PARTIES). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF ONE OR MORE OF THE CITY PARTIES AND ONE OR MORE OF THE DEVELOPER PARTIES, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY PARTIES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE CITY PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, DEVELOPER SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT DEVELOPER'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY DEVELOPER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3.15 Project Records and Audits.

(a) Developer shall maintain complete and accurate records of all Project expenditures, contracts, change orders, and draw requests and packages, and shall require the Contractor to maintain complete and accurate records of all project expenditures, contracts, change orders, draw requests and packages, and other documentation relating to costs incurred under this Agreement for four (4) years following Completion of Construction of the Project; and Developer shall make, and cause the Contractor to make, such materials available to the City for review and inspection during the Term of this Agreement and for a period of four (4) years from the date of Completion of Construction of the Project, or until any pending litigation or claims that arose during the Term, are resolved, whichever is later.

(b) Developer shall provide City, and shall require Contractor to provide City, upon not less than 48 hours' prior written notice, with access to all Project records that are applicable to this Agreement at a location designated by Developer within Williamson County, Texas, during normal business hours for the purpose of making audits, examinations, excerpts, and transcriptions, provided any such audit must be initiated not later than four (4) years following Completion of Construction of the Project.

3.16 **Marketing and Retail Funding**. City intends to file a condominium declaration for the Retail Space and to sell and/or lease such separate units while sharing some common areas. In that regard, City and Developer agree to mutually market the sale and/or lease of such condominium units and to jointly pursue a third-party developer to fund the construction and finish-out of the Retail Space.

Article IV
Project Payments

4.1 **Project Payments; GTEC Funding**.

(a) City shall pay, and Developer shall accept, as full and complete payment for all of the work required herein for the Project, a sum equal to City's Project Share, which shall be paid to Developer by City in accordance with the terms, provisions and conditions set forth in this Article IV.

(b) Following Completion of Construction of the Project, Developer shall provide City with a final written accounting of the final Project Costs.

(c) Developer shall retain or withhold at least five percent (5%) of all sums due the CMAR for subcontracted work as retainage until Completion of Construction of the Project.

(d) Developer shall provide City on a monthly basis a progress report and an itemized statement specifying the Project Costs that have been incurred to date accompanied by copies of invoices from Contractor and copies of all payments made to Contractor relating to such invoice. Said progress report shall also include an up-to-date Project schedule measuring the progress of work with the baseline Project schedule submitted to City prior to Commencement of Construction. The report shall include explanations as to why the Project schedule is ahead or behind the baseline Project schedule. If the Project schedule falls behind the baseline Project schedule, Developer will include in the progress report specific provisions and actions that will be implemented to get the Project schedule back on track and in compliance with the baseline Project schedule.

(e) Based upon Developer's monthly applications for payment submitted to City, City shall make progress payments of City's Project Share of such payment request to Developer. On or before the tenth (10th) day of each calendar month after Commencement of Construction of the Project, Developer shall submit an application for payment for the period ending the last day of the previous calendar month to City in such form and manner, and with such supporting data and content, as City may reasonably require. City will review the application for payment and may also review the Project work to determine whether the quantity and/or quality of the Project work is as represented in the application for payment and is as required by the Plans and Specifications. The amount of each monthly progress payment by City shall be the amount set forth in the respective Developer's payment application after deducting the Developer's Project Share of such monthly payment application amount. City shall make such partial payments of the City's Project Share to Developer not later than thirty (30) days after City's receipt of each application for payment.

(f) Developer warrants that upon submittal of an application for payment, all Project work for which progress payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Developer or any other person or entity whatsoever. Developer shall promptly pay Contractor, and/or cause the Contractor to pay, the Sub-Contractor(s) performing work on the Project for amounts due and, upon written request by City, provide proof to City that such Sub-Contractor(s) have been paid or otherwise satisfied for the amounts due.

(g) Prior to Final Acceptance, no progress payment, nor any use or occupancy of Project by City, shall be interpreted to constitute an acceptance of any Project work not constructed in strict accordance with the Plans and Specifications. City shall have no obligation to pay any portion of the Project Costs during the occurrence of a breach of a term or condition of this Agreement on the part of Developer, but City may do so; provided, however, if City elects to pay any such installment, no such payment shall be deemed a waiver of any remedies City may have in respect to such breach.

(h) City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Developer for defective Project work, to protect City from loss or damage because of:

(1) Defective Project work not remedied by Developer or, in the reasonable opinion of City, not likely to be remedied by Developer;

(2) Failure by Developer to pay or otherwise satisfy Contractor or others under contract with the Developer with respect to the Project for amounts due in a prompt and timely manner; and/or

(3) Evidence that the Project Work will not be completed in accordance with this Agreement.

(i) GTEC agrees to pay to City funds in an amount not less than $27,596,927, such funds to be used by City solely to pay City's Project Share pursuant to this Agreement. City shall make available to GTEC such records and information relating to the expenditure of GTEC funds for the Project as GTEC may be reasonably requested from time to time by GTEC.

4.2 **Budget.** All Project expenditures shall be made in accordance with and shall not exceed the amounts set forth in the Final Budget except in accordance with this Agreement. Developer shall operate within the Final Budget and shall have the authority to reallocate funds among line items as reasonably necessary to advance the Project; provided, however, no such reallocation shall cause total project expenditures to exceed the Final Budget or either Party's Project Share. Individual line-item approval from City shall not be required.

4.3 Budget Concern Escalation.

(a) If either Party has reasonable concerns that the Project Costs are at risk of exceeding the Final Budget, such Party shall issue those concerns to the other Party in writing. If City provides such notice to Developer, Developer shall respond in writing not later than seven (7) calendar days after receipt of such notice and shall commit to scheduling a meeting within that same window. City shall have seven (7) calendar days following Developer's written response to reply.

(b) If the matter is not resolved through the foregoing exchange, the Parties shall negotiate in good faith to resolve it within thirty (30) calendar days. If the matter remains unresolved at the expiration of such thirty (30) calendar day period, it shall be escalated pursuant to the dispute resolution procedure set forth in the Agreement. No stop-work right shall attach at any point during this process.

4.4. Budget Increases.

(a) Prior to pursuing a formal budget increase under this Section 4.4, the Parties shall first evaluate the availability and appropriateness of utilizing the Owner's Program Contingency as an offset to any potential increase, to the extent Owner's Program Contingency funds remain available and such use is consistent with Section 4.9.

(b) Any increase to the total approved Final Budget shall require the mutual written agreement of both Parties, formally executed as an amendment to the Final Budget. Developer shall have the initial responsibility to prepare a written proposal outlining the requested increase, identifying the specific scope items or conditions necessitating the increase, and specifying the dollar value associated with each. City shall review and respond within fourteen (14) calendar days and shall negotiate in good faith to approve a reasonable Final Budget increase. Such approval shall not be unreasonably withheld; provided, however, in no case shall City be obligated to approve an increase in the Final Budget that results in an increase to the City's Project Share.

4.5 Contingency Structure - General. The Final Budget shall include the following contingency categories:

(a) The Design-Estimating Completion Allowance and Bid Contingency are estimating tools that are reduced as design advances and are resolved through the GMP approval process; and

(b) Three Developer-controlled contingencies: (i) Soft Cost Contingency, (ii) Change Order Contingency, and (iii) Owner's Program Contingency, which are active project reserves governed as described in Sections 4.7 through 4.9.

4.6 Design-Estimating Completion Allowance and Bid Contingency.

(a) Design-Estimating Completion Allowance. The Final Budget shall include a Design-Estimating Completion Allowance to manage the risk associated with developing budgets based on incomplete design documents and the resulting potential inaccuracies in quantity surveys,

unit prices, or improperly applied comparable costs. This allowance shall be reduced proportionally as design advances and shall be eliminated upon the effective date of the GMP Amendment.

(b) **Bid Contingency**. The Final Budget shall include a Bid Contingency to manage the risk of potential marketplace anomalies on bid day that could exceed escalation forecasts. This contingency shall be resolved through the GMP approval process and shall be eliminated upon the effective date of the GMP Amendment.

4.7 **Soft Cost Contingency.** The Final Budget shall include a Soft Cost Contingency as an allowance for future additional soft costs that cannot reasonably be foreseen at the time the Final Budget is created, carried at approximately five percent (5%) of the total budgeted soft costs, including professional services and regulatory and permitting fees. Developer may use the Soft Cost Contingency at its discretion, subject to the following threshold: after any use, the remaining unencumbered Soft Cost Contingency balance must equal or exceed five percent (5%) of the total budgeted soft costs remaining to be expended. If such threshold is at risk of being breached, Developer shall follow the budget concern escalation process in Section 4.3, during which the Parties acknowledge a budget increase under Section 4.4 may be necessary.

4.8 **Change Order Contingency.** The Final Budget shall include a Change Order Contingency to manage the risk of unforeseen field conditions, a reasonable amount for consultant errors and omissions, Force Majeure events, and regulatory and permitting issues that may create additional costs in the execution of the work as designed. When a Change Order is executed during construction, the corresponding dollar amount shall be transferred from the Change Order Contingency into the construction contract value as a budget transfer. Developer may approve and execute Change Orders at its discretion, if, and only if, after any executed change order, the remaining unencumbered Change Order Contingency balance must equal or exceed five percent (5%) of the unearned contract value. "Unearned contract value" is calculated as total contract value minus earned value to date; "earned value" means work completed regardless of whether retainage has been released or payment has been made. If the five percent (5%) threshold is at risk of being breached, Developer shall follow the budget concern escalation process in Section 4.3, during which the Parties acknowledge a Final Budget increase under Section 4.4 may be necessary.

4.9 **Owner's Program Contingency.**

(a) The Final Budget shall include an Owner's Program Contingency to manage the risk associated with programmatic changes to the work that the Parties may decide to add at a later date but that are not currently defined, including elective scope additions such as additional parking capacity, material upgrades, or other City-directed enhancements not included in the original approved program.

(b) The Owner's Program Contingency may only be used upon the written approval of both Parties, which approval shall not be unreasonably withheld and shall be applied toward elective scope additions or programmatic changes not included in the original approved Final Budget. Prior to considering a formal budget increase under Section 4.4, the Parties shall first

evaluate the use of the Owner's Program Contingency as an offset to the extent funds remain available and such use is appropriate.

(c) The Owner's Program Contingency is an active reallocation tool during the design phase. As scope decisions are made, funds shall be transferred from the Owner's Program Contingency into the appropriate Final Budget category, typically the construction budget. Any balance remaining in the Owner's Program Contingency at the time of signing the GMP Amendment shall be carried into the construction phase as a reserve against future elective changes or as a buffer in the event the Change Order Contingency is exceeded.

4.10 **Final Payment**. When Completion of Construction and Final Acceptance of the Project occurs, City will promptly issue a final certificate of acceptance certifying that the Project is complete, and Developer shall be entitled to the remainder of the unpaid City Project Share, if any ("**Final Payment**"). City shall make Final Payment of all remaining sums due Developer within thirty (30) days of City's execution of a final certificate of acceptance. Acceptance of Final Payment shall constitute a waiver of all claims against City by Developer except for those claims previously made in writing against City by Developer pending at the time of Final Payment and identified in writing by Developer as unsettled at the time of its request for Final Payment. Under no circumstance shall Developer be entitled to receive interest on any payments or monies due Developer by City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

4.11 **Assignment of Warranties**. Developer agrees, as a part of the Project Costs, and as consideration of the payment of the City Project Share, to obtain and assign to City the warranties from the Contractor and the Sub-Contractor(s) and suppliers providing labor and/or materials in connection with the Project; provided that such assignment shall not prevent Developer from enforcing the same. Such warranties shall: (a) be at least standard industry warranties with respect to the Project; and (b) obligate Developer's Contractor, Sub-Contractor(s) and suppliers to repair all defects in the Project for a period of two (2) years following Completion of Construction of the Project.

4.12 **Casualty**. Risk of loss due to casualty shall be borne by Developer until Completion of Construction of the Project. Developer shall carry or cause to be carried insurance in amounts sufficient to restore any portion of the Project damaged by casualty to the same condition as existed immediately prior to such casualty. Developer will, in any event, restore any portion of the Project damaged or destroyed by casualty during the Term of this Agreement as part of its obligation to construct the Project.

Article V
Insurance

5.1 **Insurance**. Developer shall cause the Project Engineer, the Project Architect, Contractor, and each Sub-Contractor (as applicable) to obtain and maintain at their expense, the following policies of insurance and coverage:

(a) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of City and City Parties insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per Project basis of not less than One Million Dollars ($1,000,000) combined single limit and Two Million Dollars ($2,000,000) aggregate, including products and completed operations coverage. This policy shall be primary to any policy or policies carried by or available to City and GTEC.

(b) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness, or disease coverage with minimum Employer's Liability limits of not less than $500,000/$500,000/$500,000.

(c) Automobile Liability Insurance Policy covering all operations of Developer pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death, and property damage liability.

(d) Excess Liability Insurance Policy with a limit of not less than Ten Million Dollars ($10,000,000) for the Contractor and Five Million Dollars ($5,000,000) for all professional consultants and subcontractors. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and/or GTEC and shall be provided on a "following form basis". Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its sub-Contractor(s), consultants and employees.

(e) Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis to include the interest of City, Developer, Contractor, and sub-Contractor(s) in the Project work and materials in transit and stored off the Project site destined for incorporation.

(f) Professional Liability Insurance (if applicable) with limit of not less than Two Million Dollars ($2,000,000) for all negligent acts, errors and omissions by the Project Engineer or Project Architect that arise out of the performance of this Agreement.

(g) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City and GTEC.

(h) Additional Insured Status. With the exception of Worker's Compensation Insurance and any Contractor Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name City and GTEC as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City and GTEC under Texas law including products/completed operations. The Additional Insured status for City and

GTEC shall remain in force and effect for a minimum of two (2) years following abandonment or completion of the Project work and services provided pursuant to this Agreement and the termination of this Agreement.

5.2 Certificates of Insurance.

(a) Certificates of Insurance and policy endorsements in a form reasonably satisfactory to City shall be delivered to City and GTEC prior to the commencement of any Project work or services under this Agreement and annually for a minimum of two (2) years following termination of this Agreement, abandonment, or completion of Project work. All required policies shall be endorsed to provide City and GTEC with thirty (30) days advance notice of cancellation or material change in coverage. If the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Developer shall provide at least thirty (30) days prior written notice to City and GTEC of any cancellation, and/or non-renewal to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by City and/or GTEC.

(b) On every date of renewal of the required insurance policies, Developer shall deliver to City and GTEC (and cause the Contractor to deliver to City and GTEC (as applicable)) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein. In addition, Developer shall, within ten (10) business days after written request, provide City with GTEC with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City and GTEC is a condition precedent to the payment of any amounts due to Developer by City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement. All policies and endorsements shall remain in effect for not less than two (2) years after abandonment of the Project work or services or the completion of the Project work and services provided pursuant to this Agreement.

5.3 Carriers. All policies of insurance required to be obtained by Contractor and Sub-Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and GTEC and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-VII" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City and/or GTEC. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by Developer's and its Contractor's insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Article VI
Default and Remedies

6.1 Developer Default.

(a) Developer Default. Developer shall be deemed in default under this Agreement if Developer: (i) breaches any of the terms and conditions of this Agreement; (ii) fails to comply with its obligations under this Agreement: (iii) subject to delays caused by events of Force Majeure, fails or refuses to prosecute the Project work in a timely manner consistent with its obligations hereunder; (iv) subject to delays caused by events of Force Majeure, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by City; (v) fails to grant or allow access to the Project jobsite by City or the City Engineer; (vi) fails to make prompt payment to or otherwise satisfy Subcontractors for amounts due for materials or labor; (vii) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; (viii) fails to carry out the Project work in accordance with this Agreement; or (ix) actions or omissions of Developer's Contractor reasonably establishes that the Project will not be substantially completed by the Substantial Completion Deadline t (a "**Developer Default**"), and such failure is not cured and corrected within ninety (90) days after receipt of written notice thereof from City; provided, however, if such breach is not capable of being cured within ninety (90) days, such period may be mutually extended by the Parties for such reasonable periods as may be required under the circumstances so long as Developer is diligently prosecuting the cure of such breach to completion; and further provided that Developer shall have only ten (10) business days to cure a monetary default.

(b) Remedies for Developer Default. Upon the occurrence of a Developer Default, and after expiration of the applicable notice and cure periods, City may exercise any rights or remedies at law or in equity, and/or elect to (i) suspend payment of the City's Project Share, or (ii) terminate this Agreement.

6.2 City Default.

(a) City Default. City shall be deemed in default under this Agreement (a "**City Default**") if City breaches any of the terms and conditions of this Agreement or fails to comply with its obligations under this Agreement and such failure is not cured and corrected within ninety (90) days after receipt of written notice thereof from Developer; provided, however, if such breach is not capable of being cured within ninety (90) days, such period may be mutually extended by the Parties for such reasonable periods as may be required under the circumstances so long as City is diligently prosecuting the cure of such breach to completion. and further provided that City shall have only ten (10) business days to cure a monetary default.

(b) Remedies for City Default. Upon the occurrence of a City Default, Developer may exercise any rights or remedies at law or in equity including a termination of this Agreement, including but not limited to, demanding specific performance of City's obligations under this Agreement.

6.3 Waiver of Consequential, Punitive or Speculative Damages. Neither Party shall be liable to the other Party for any alleged consequential, punitive, or speculative damages arising pursuant to this Agreement.

Article VII
Dispute Resolution

7.1 General Obligation to Continue Performance. Notwithstanding the existence of any dispute between the Parties arising under this Agreement, Developer may, but is not obligated to, continue to perform its obligations with respect to the design, permitting, and construction of the Project during the pendency of such dispute, including without limitation maintaining the construction schedule and directing the work of contractors and subcontractors engaged in the Project. Neither Party shall withhold funding or approvals required to maintain the construction schedule solely on the basis of a pending dispute, except to the extent that the subject matter of such dispute directly prevents the release of such funding or approval.

7.2 Informal Resolution. If a dispute arises between the Parties concerning any matter related to this Agreement, including without limitation disagreements regarding the design of the Project, the scope or necessity of value engineering, the need for a change in the Project Budget, or any other matter requiring mutual agreement of the Parties, the Party raising the dispute shall provide written notice to the other Party describing the nature of the dispute and the resolution sought (a "**Dispute Notice**"). Not later than ten (10) business days following receipt of a Dispute Notice, the designated representatives of Developer and City (respectively, the "**Developer Representative**" and the "**City Representative**") shall meet and confer in good faith to attempt to resolve the dispute informally. Each representative shall have sufficient authority to negotiate and resolve the matter on behalf of their respective Party or shall have direct access to a person with such authority.

7.3 Escalation to Executive Leadership. If the Developer Representative and the City Representative are unable to resolve the dispute within five (5) business days following receipt of the Dispute Notice, either Party may escalate the dispute by providing written notice to the other Party. Not later than ten (10) business days following delivery of such escalation notice, the Developer's Executive Director (or designee) and the City Manager (or designee) shall meet and confer in good faith to attempt to resolve the dispute. Such executive leadership representatives shall have full authority to bind their respective Parties to any resolution reached during this escalation process.

7.4 Mediation. If the Parties are unable to resolve the dispute through the escalation process described above in Section 7.3 within thirty (30) days following delivery of the escalation notice, either Party may initiate non-binding mediation by providing written notice to the other Party. The mediation shall be conducted by a single mediator mutually agreed upon by the Parties. If the Parties are unable to agree on a mediator within ten (10) business days following the notice of mediation, either Party may request the American Arbitration Association to appoint a mediator with experience in public construction projects. The mediation shall take place in Williamson County, Texas, and each Party shall bear its own costs of participation, with the fees of the mediator shared equally between the Parties. The mediator shall not have authority to impose a resolution upon the Parties.

7.5 Interim Decision Authority. Recognizing that Developer bears the obligation to continue construction during the pendency of any dispute and that delays in decision-making may result in increased costs or schedule impacts to the Project, the Parties agree to the following interim decision-making framework:

If a dispute concerns a matter that requires an immediate decision to avoid material delay to the construction schedule or material increase in Project costs, and the Parties have not resolved such dispute within ten (10) business days following delivery of the Dispute Notice, Developer shall have the authority to make a reasonable interim decision on such matter and to direct the work accordingly, provided that: (a) Developer provides written notice to City of the interim decision and the basis therefor; (b) the interim decision is consistent with the overall Project scope and objectives as set forth in this Agreement; and (c) the interim decision does not result in an increase to the Project Budget in excess of 5% without the prior written consent of City. Any interim decision made by Developer under this Section 7.5 shall be subject to subsequent adjustment or reversal through the dispute resolution process set forth herein, and the Parties shall negotiate in good faith an equitable allocation of any costs resulting from such adjustment or reversal.

7.6 Reservation of Rights; No Waiver of Immunity. Except to the extent expressly waived under applicable law, nothing in this Agreement shall be construed to limit, waive, or restrict any right, governmental or sovereign immunity to liability or suit, or defense available to either Party under the Texas Tort Claims Act, the Interlocal Cooperation Act, or any other applicable law. To the extent any dispute cannot be resolved through the process described herein, either Party may pursue any remedy available at law or in equity, subject to the jurisdiction and venue provisions of the Agreement. The dispute resolution procedures set forth in this Article VII are a condition precedent to the initiation of any legal proceeding between the Parties arising out of or related to this Agreement, except that either Party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction without first exhausting the procedures set forth herein if necessary to prevent irreparable harm.

Article VIII
Termination

This Agreement shall terminate on the Expiration Date, or may be terminated earlier upon any one or more of the following:

(a) By written agreement of the Parties;

(b) Exercise by City (and City of behalf of GTEC) or Developer of their remedies set forth in Article VI above upon the occurrence of a Developer Default or City Default, respectively, following the failure to cure such default within the time allowed; or

(c) On the date set forth in a written notice to the other Party if the other Party suffers an event of Bankruptcy or Insolvency.

Article IX
Miscellaneous

9.1 **Binding Agreement; Assignment**. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties. This Agreement may not be assigned by Developer without the prior written consent of the City Manager and GTEC. Notwithstanding the foregoing, Developer may assign this Agreement in whole, but not in part, to a Developer Affiliate without the consent of City provided (i) Developer provides thirty (30) days' prior written notice thereof to City, and (ii) the assignee assumes all of the rights and obligations of Developer under this Agreement in writing in a form reasonably approved by City. Developer or any permitted assignee of Developer shall have the right to grant a security interest in this Agreement by collaterally assigning all or any portion of Developer's (or permitted assignee's) rights under this Agreement to Developer's Lender as security for a loan for the Project. City agrees to execute and deliver any documents reasonably requested by Developer's Lender to evidence and/or perfect its rights under this Agreement. At no time shall City be required to make any payments under this Agreement to any party other than Developer or a party to whom this Agreement has been fully assigned and has agreed in writing to assume all liabilities and obligations of Developer as set forth in this Agreement.

9.2 **Limitation on Liability**. It is understood and agreed among the Parties that Developer, City, and GTEC, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

9.3 **No Joint Venture**. With respect to City and GTEC, Developer shall at all times be an independent contractor. No provision hereof shall be construed to constitute Developer or any of its officers or employees as an employee or employees of City or GTEC. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. Neither City, GTEC, nor Developer shall have the power to bind the other Party except pursuant to the terms of this Agreement. This Agreement is not intended to provide or create any agency relationship among City, GTEC, and Developer.

9.4 **Authorization**. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

9.5 **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the Party at the address set forth below (or such other address as a Party may subsequently designate in writing); (ii) or on the day received if sent by courier or otherwise hand delivered.

If intended for GTEC, to:

President
Georgetown Transportation Enhancement Corporation
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

With a copy to:

Skye Masson. General Counsel
Georgetown Transportation Enhancement Corporation
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

If intended for the City, to:

David Morgan, City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a copy to:

Skye Masson, City Attorney
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

If intended for Developer, to:

Texas Municipal League Intergovernmental Risk Pool
Attn: Bo Joseph
1821 Rutherford Lane, Suite 100
Austin, Texas 78754
Email: bjoseph@tmlirp.org

With a copy to:

Jackson Walker, LLP
Attn: Pam Madere
100 Congress Avenue, 11th Floor
Austin, Texas 78701
Email: pmadere@jw.com

Either Party may update its address by providing not less than five (5) days' prior written notice to the other Parties in accordance with this Section 9.5.

9.6 **Entire Agreement**. This Agreement is the entire agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

9.7 **Governing Law**. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and exclusive venue for any action shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.8 **Amendment**. This Agreement may only be amended by the mutual written and signed agreement of the Parties. The City Manager is authorized to act on behalf of City and GTEC to execute any amendments hereto and any instruments or other agreements related hereto.

9.9 **Legal Construction**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or

unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.10 **Recitals**. The recitals to this Agreement are incorporated herein.

9.11 **Counterparts**. This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

9.12 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.13 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.14 **Contract Administration**. This Agreement shall be administered on behalf of the City and GTEC by the City Manager.

9.15 **Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations**.

(a) Developer verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Developer verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Developer verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Developer is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Developer has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

9.16 **Conditions Precedent**. This Agreement is subject to, and the obligations of the Parties subject to and expressly conditioned upon City Council approval of this Agreement with respect to GTEC obligations herein.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2026.

CITY OF GEORGETOWN

By: _____
David Morgan, City Manager

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

EXECUTED on this _____ day of _____, 2026.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

By: _____
Doug Noble, President

EXECUTED the _____ day of _____, 2026.

Texas Municipal League Intergovernmental Risk Pool

By: _____
Name:
Title:

Certification of City Council Approval

I hereby certify that the foregoing Project Development Agreement of the Georgetown Transportation Enhancement Corporation and the project described therein was approved by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN,
a Texas home-rule municipality

By: _____
David Morgan, City Manager

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

EXHIBIT "A"
Form of Parking Easement Agreement

STATE OF TEXAS	§	
	§	**PARKING EASEMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	

This **Parking Easement Agreement** ("**Agreement**") is made as of the Effective Date by and between the **City of Georgetown** ("**City**"), a Texas home rule municipality, and the **Texas Municipal League Intergovernmental Risk Pool** ("**TMLIRP**"), a Texas administrative agency established by Texas local governments pursuant to Texas Government Code Chapters 791 and 2259 and Texas Labor Code Chapter 504 (each a "**Party**" and collectively the "**Parties**"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, City owns the **"Land"** (hereinafter defined); and

WHEREAS, City desires to cause the design and construction of the **"Parking Garage"** (hereinafter defined); and

WHEREAS, TMLIRP desires to provide parking for its officers, employees, guests, and others while working, conducting business, or otherwise visiting the **"TMLIRP Offices"** (hereinafter defined); and

WHEREAS, TMLIRP has agreed to cause the design and construction of the Parking Garage on behalf of City and participate in the costs of the design and construction of the Parking Garage pursuant to that certain Project Development Agreement by and among Georgetown Transportation Enhancement Corporation (**"GTEC"**), City and TMLIRP dated _____ (the **"Project Development Agreement"**) in exchange for this Parking Easement Agreement; and

WHEREAS, City has agreed to grant the **"Easement"** (hereinafter defined) to TMLIRP as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Applicable Law" shall mean all applicable laws, rules, regulations and ordinances (federal, state, county, city or otherwise), of any governmental authority including, without limitation, all districts, departments, commissions, boards and officers thereof, and any other body exercising similar functions, including, but not limited to any environmental laws, the Americans with Disabilities Act, and any similar laws, statutes or ordinances relating to handicapped

accessibility.

"Business Day(s)" shall mean Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

"Casualty" shall mean damage or destruction of the Parking Garage caused by fire, natural disaster, or other Event of Force Majeure.

"City" shall mean the City of Georgetown acting by and through its city manager.

"Controlled Access Facilities" shall mean the controlled gated access to and from the parking spaces within the Easement Area and associated pay stations as may be installed within the Easement Area.

"Designated Hours" shall mean (i) the hours of 8:00 a.m. and 5:00 p.m. Central Time every Monday through Friday and (ii) a Special Event Period.

"Easement" shall have the meaning assigned in Article II hereof.

"Easement Area" shall mean the Parking Garage other than the Retail Space.

"Event of Force Majeure" means an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Land is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Impositions" shall mean taxes, assessments, use and occupancy taxes, charges, excises, license, and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed,

charged, levied, or imposed by any public or governmental authority on City with respect to the Parking Garage.

"Land" shall mean the real property described as Lots 1 through 8, inclusive, Block 1, Glasscock Addition to the City of Georgetown, Williamson County, Texas, and more particularly described in that certain Special Warranty Deed dated June 15, 2004, and recorded June 16, 2004, as Instrument No. 2004047277, Official Public Records, Williamson County, Texas.

"Parking Garage" shall mean a four-level structured parking garage constructed on the Land with (i) an area of approximately 184,000 square feet, (ii) no less than four hundred thirty-five (435) parking spaces, and (iii) the Retail Space.

"Partial Taking" shall mean an eminent domain taking which is not a Total Taking. The term "eminent domain taking" includes a voluntary conveyance made under threat or in anticipation of an involuntary eminent domain taking.

"Permitted Use" shall mean the use of no more than two hundred (200) motor vehicle parking spaces in the Parking Garage by Permitted Users during the Designated Hours.

"Permitted Users" shall mean TMLIRP's and Texas Municipal League's ("**TML**") officers, employees, guests, and others who are working, conducting business, or otherwise visiting the TMLIRP Offices.

"Reserved Spaces" shall mean two hundred (200) parking spaces designated by City and TMLIRP on the upper two levels of the Parking Garage for exclusive use by Permitted Users for the Permitted Use in accordance with and subject to Section 2.1(d).

"Retail Space" shall mean approximately 16,000 square feet of retail space located on the ground floor of the Parking Garage with entries from Ninth Street or Main Street.

"Special Event Period" shall mean, subject to Section 2.2, a period on a Business Day beginning after 5:00 p.m. and ending before midnight of the same Business Day designated in writing to City by TMLIRP not less than sixty (60) days prior to the Special Event Period.

"TMLIRP Offices" shall mean the property and buildings owned by TMLIRP and used by TMLIRP as its general headquarters and by TMLIRP and TML as an official place of business located at 205 E. University Avenue in Georgetown, Texas.

"TMLIRP's Pro Rata Share" shall mean the ratio of 200 to the total number of parking spaces in the Parking Garage.

"Total Taking" shall mean an eminent domain taking of all of the Parking Garage or such portion thereof (considering both quantity and configuration) that it is impractical to restore such improvements to a condition which permits them to be used for the Parking Garage.

EXHIBIT "A"
Form of Parking Easement Agreement

Article II
Easement

2.1 Grant of Easement.

(a) Grant of Easement. Upon Completion of Construction of the Parking Garage and acceptance thereof by City (as those terms are defined in Project Development Agreement) and subject to the provisions of this Agreement, City hereby grants and conveys to TMLIRP a perpetual, non-exclusive easement (the "**Easement**"), including the right of ingress, egress, and regress, to use the Parking Garage by Permitted Users for the Permitted Use. The Easement includes the non-exclusive right of Permitted Users to use the sidewalks, stairs, elevators, driveways, drive aisles, ramps, entrances and exits located on the Land and in the Parking Garage for the purpose of providing direct ingress to and egress from the Parking Garage by the Permitted Users to and from the streets and sidewalks located adjacent to the Land.

(b) Reservation by City. City hereby reserves, subject to the provisions hereof, the right for direct access and use of all portions of the Easement Area for the purpose of public parking and conducting repairs and maintenance of the Parking Garage.

(c) Commencement of Easement. Notwithstanding the foregoing or any other provision herein to the contrary, TMLIRP's right to access and utilize the Easement created by this Agreement and all obligations of City under this Agreement shall not be effective until the completion of construction of the Parking Garage as evidenced by the issuance of a certificate of occupancy by City for use thereof, which right shall automatically become effective without further action by the Parties at such time.

(d) Designation of Reserved Spaces.

(1) After Completion of Construction of the Parking Garage, if TMLIRP determines that use of the Parking Garage by Permitted Users combined with the use of the Parking Garage by others regularly results in the unavailability of parking spaces for parking at least 200 vehicles operated by Permitted Users for the Permitted Use during the Designated Hours (excluding parking during Special Event Periods), TMLIRP may deliver a written notice to City requesting the designation of some or all of the Reserved Spaces (the "**Reservation Notice**") accompanied by evidence reasonably supporting TMLIRP's determination of the existence of such unavailability of parking spaces for Permitted Users. Such supporting evidence may include, but not be limited to, occupancy observations taken at various times of day on representative sample of days, reports from Permitted Users of the inability to locate vacant parking spaces, physical parking counts, and similar types of information.

(2) Unless otherwise agreed by City, the designation of Reserved Spaces shall not become effective before ninety (90) days after delivery of the Reservation Notice to City.

(3) During the 90-day period described in paragraph (2), above, the Parties shall

reasonably and in good faith seek to agree in writing on:

(i) Which parking spaces shall be designated as the Reserved Spaces provided, however, if the Parties are unable to reach agreement, the Reserved Spaces shall be designated in contiguous blocks beginning at the uppermost parking level of the Parking Garage and proceeding downward;

(ii) Policies and procedures for use of the Parking Garage generally and the Reserved Spaces specifically by Permitted Users during the Designated Hours that set forth, as a minimum:

(A) Permitted Users will only be allowed to park in the Reserved Spaces during the Designated Hours;

(B) Exceptions to subparagraph (A), above;

(C) Vehicles other than those operated by Permitted Users will not be authorized to park in Reserved Spaces during the Designated Hours;

(D) How the Parties will implement and enforce such policies and procedures, including the restrictions described in (A) and (C), above;

(E) How the Parties will indicate within the Parking Garage which parking spaces are designated as Reserved Spaces and/or indicate which vehicles are authorized to be parked in Reserved Spaces, which may include, but not be limited to, installation of signs, lights, markings, access control gates or other access control mechanisms, and/or the preparation and use of parking permit decals, hangtags, or other similar credentials (collectively, the "**Reservation Mechanisms**"), and determining which Party will be responsible for installing and implementing the Reservation Mechanisms. Except as provided in Section 2.2(c), TMLIRP shall at all times be solely responsible for the reasonable and documented cost and expense relating to installing, implementing, operating, maintaining, and repairing the Reservation Mechanisms; and

(F) Such other matters to which the Parties may include in such policies and procedures.

(4) TMLIRP may specify in a Reservation Notice that fewer than two hundred (200) parking spaces be designated as Reserved Spaces, in which case TMLIRP shall have the right to request that additional parking spaces be designated as Reserved Spaces by the subsequent delivery of one or more Reservation Notices; provided, however, the total of all Reserved Spaces shall never exceed two hundred (200). Each subsequent Reservation Notice for additional Reserved Spaces shall comply with paragraphs (1) and (2) of this Section 2.1(d). Further, with each subsequent Reservation Notice, the Parties shall evaluate the policies and procedures adopted pursuant to paragraph (3) of this Section 2.1(d) and

determine if any changes are necessary as the result of the designation of additional Reserved Spaces.

(5) Notwithstanding the definition of "Reserved Spaces" in Article I, the City Manager shall have the authority to agree to the designation of Reserved Spaces at locations other than the upper two levels of the Parking Garage, which designation may be for a specified time or permanently.

(6) TMLIRP's election under this Section and any period during which TMLIRP's spaces remain unreserved, regardless of duration, shall not: (a) reduce, suspend, or modify TMLIRP's right to two hundred (200) parking spaces; or (b) constitute a waiver, release, abandonment, or relinquishment of any right of TMLIRP under this Agreement or the Easement. No delay by TMLIRP in delivering a Reservation Notice shall impair TMLIRP's right to do so at any later time.

2.2 Limitations on Use for Permitted Use; Use for Special Event Periods.

(a) TMLIRP acknowledges, understands, and agrees that the use of the Easement Area is limited to the Permitted Use.

(b) City shall have the right to install signs directing and identifying the public parking on the Easement Area. City shall have the sole right to: (1) install Controlled Access Facilities or other form of controlled access to the Parking Garage at the entrances to and exits from the Parking Garage, or at such other locations within or around the Parking Garage as City may determine in its reasonable discretion; and (2) charge fees to the public or impose such terms and conditions for public parking or third-party parking in the Parking Garage as City may determine in its sole discretion for parking in the Parking Garage. City shall be entitled to retain all revenues derived therefrom. TMLIRP shall have no claim, right, or interest in any revenues generated by City from such public parking or third-party parking in the Parking Garage.

(c) If City installs Controlled Access Facilities to control access to the Parking Garage, City shall issue appropriate devices to TMLIRP to validate parking for Permitted Users which shall permit access to the Parking Garage for the days and hours of the Permitted Use. TMLIRP shall not cause or otherwise authorize use of such validation device by Permitted Users or others to gain access to or use the Parking Garage outside of the days and hours of the Permitted Use or any Special Event Period.

(d) TMLIRP shall have the right to use the Parking Garage during Special Event Periods subject to the following:

(1) TMLIRP shall notify City in writing not later than sixty (60) days prior to the date(s) TMLIRP will use the Parking Garage for a Special Event Period; and

(2) No Special Event Period may be scheduled for a Friday if City has notified TMLIRP in writing not later than ninety (90) days prior to such Friday that a City-sponsored event will be taking place within City's downtown area such that use of the

Parking Garage by attendees of such event will be needed.

(e) Notwithstanding anything to the contrary in this Agreement, City shall have the right to exclusively use the entire Parking Garage in conjunction with the operation of a City-sponsored event being held in City's downtown area, including, at City's sole option, prohibiting use of the Parking Garage by Permitted Users or reducing the number of parking spaces by Permitted Users (including Reserved Spaces, if applicable) to less than 200; provided:

(1) Such exclusive use by City that reduces the number of available parking spaces for Permitted Users to less than 200 shall be limited to no more than three (3) Fridays during each calendar year;

(2) City will endeavor to deliver written notice to TMLIRP at the beginning of each calendar year identifying the date(s) on which City will exercise its right to such exclusive use but regardless shall deliver written notice of the date(s) City will exercise its right to such exclusive use not later than ninety (90) days prior to such date(s); and

(3) The exercise of City's right to use the Parking Garage exclusively pursuant to this Section 2.2(e) shall include the entire day (i.e. Midnight to 11:59 p.m.) on such Friday unless City otherwise advises TMLIRP that it will not require use of the Parking Garage for the full day.

2.3 **Exclusive Use of Easement Area**. TMLIRP shall not grant, and understands, acknowledges, and agrees that it has no authority to grant or convey an easement or license for, or otherwise consent to, the use of the Easement Area by any third-party for parking or any other purpose on the Easement Area without the written consent of City, which may be withheld at City's sole discretion.

2.4 **Operation, Repair, Replacement and Maintenance of the Easement Area**.

(a) City at its sole expense shall be responsible for the operation of the Parking Garage, and City shall perform all such duties in a good and workmanlike manner, in accordance with industry standards applicable to comparable projects and in accordance with all Applicable Laws.

(b) Except as otherwise expressly set forth in this Agreement, including, but not limited to, Section 2.1, at all times during the term of this Agreement, City shall keep and maintain, or cause to be kept and maintained, the Parking Garage, in a good state of appearance, cleanliness, order, and repair, reasonable wear and tear excepted, including, but not limited to, wiring, electrical, drainage, lighting fixtures and facilities, curbs, curb stops, parking space paint striping, designated handicap parking space signs and related signs, regular and timely removal of all litter, garbage, trash and waste, maintenance of interior lighting within the Parking Garage and elevators, mechanical equipment, the walks, driveways, ramps, elevators, stairwells, striping and restriping parking areas, driveways and the like, and repairing and repainting the exterior of the Parking Garage as may be reasonably necessary or desirable. City shall perform such maintenance and repair as necessary to operate the Parking Garage in accordance with generally accepted commercial standards applicable to a commercial parking facility located within the Austin

Metroplex (downtown Austin or high-density retail areas). The foregoing shall include periodically removing papers, debris, filth, refuse, and surface waters and washing or thoroughly sweeping paved areas. All paved areas of the Easement Area shall be kept free of potholes, cracks larger than one-fourth inch (1/4") or deemed dynamic in nature, and other conditions which could reasonably result in damage to vehicles or a tripping hazard to people traversing the Easement Area.

(c) City's obligations with respect to the maintenance and repair of the Easement Area includes the repair and replacement of all structural components of the Parking Garage, including the walls, support columns, roof, gutters, storm drains, and foundation, elevators, lighting, heating, air conditioning, plumbing and other electrical and mechanical equipment, signs, fixtures and systems, and also including all utility repairs in ducts, conduits, pipes and wiring located in, under and above the Easement Area and all paving, driveways, sidewalks and parking areas (the "**Garage Structural Elements**"). Except where otherwise expressly set forth in this Agreement, including, but not limited to, Section 2.1, TMLIRP shall have no duty, obligation or liability to make any repairs, replacements, or alterations to the Parking Garage or the Easement Area or any portion thereof, at any time during the term of this Agreement. City shall maintain the Garage Structural Elements in a good state of repair, reasonable wear and tear excepted.

(d) The cost of the maintenance, repair and operation of the Parking Garage (including the Easement Area as described in Sections 2.4 (a), 2.4 (b), and 2.4(c) and including the cost of insurance and utility services, conducted or paid by City (collectively, the **"Operating Expenses"**), shall be borne by City.

2.5 **Indemnification**. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF TMLIRP PURSUANT TO THIS AGREEMENT. TMLIRP HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "**CITY REPRESENTATIVES**") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE CITY REPRESENTATIVES. TMLIRP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF CITY PURSUANT TO THIS AGREEMENT. CITY HEREBY WAIVES ALL CLAIMS AGAINST TMLIRP, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "**TMLIRP REPRESENTATIVES**") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE TMLIRP REPRESENTATIVES.

2.6 **Insurance**. City and TMLIRP acknowledge and agree that City may satisfy any of its insurance requirements and obligations under this Agreement with self-insurance through the Texas Municipal League Intergovernmental Risk Pool. Should City choose not to self-insure, City shall obtain and maintain in full force and effect during the term of this Agreement, or shall cause

any contractor conducting work within the Easement Area or on the Parking Garage (the **"Contractor")** to obtain and maintain, the following policies of insurance (the **"Insurance Policies"**) and coverage:

(a) City shall obtain and maintain a Fire and Casualty Insurance Policy with "all-risk" coverage covering all buildings and other improvements located or being constructed on the Land against loss or damage from perils covered by an all risk or special form policy in amounts not less than one hundred (100%) percent of the full insurable value of the buildings and other improvements to be constructed or included in the Land, including the Parking Garage.

(b) City shall obtain and maintain Garagekeeper's Legal Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per occurrence for property damages and personal injuries arising from or relating to operation and management of the Parking Garage.

(c) If City does not insure through TMLIRP, all insurance required pursuant to this Agreement shall include and name TMLIRP as an additional insured using Additional Insured Endorsements that provide the most comprehensive coverage to the other Party under Texas law including products/completed operations.

(d) Certificates of Insurance and policy endorsements in a form reasonably satisfactory to the other Party shall be delivered to the other Party prior to the commencement of any work or services under this Agreement. All required policies shall be endorsed to provide the other Party with thirty (30) days advance notice of cancellation (ten (10) days advance notice of cancellation for non-payment of premium) or material change in coverage. On every date of renewal of the required insurance policies, a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein shall be delivered to the other Party. In addition, each Party shall, within ten (10) days after written request, provide the other Party with Certificates of Insurance and policy endorsements for the insurance required herein. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement.

(e) All policies of insurance required to be obtained pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and TMLIRP and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-VII" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Parties. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Party's insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

(f) The Parties acknowledge that during the term of this Agreement the insurance market may change, and cause (i) certain insurance coverages required by this Agreement to no longer be available, (ii) the binding of other insurance coverages not set forth in this Agreement to become commercially prudent, and/or (iii) the limits of liability set forth in this Section 2.6 to no longer provide the Parties with adequate protection. Hence, the Parties will modify the insurance

coverages hereunder at any time that a Party deems such coverages to no longer be consistent with prudent risk management practices utilized in other similar properties in Georgetown, Texas, taking into account then existing insurance market conditions and utilizing reasonable business judgment. Each Party will act reasonably with respect to any request from the other Party to alter insurance obligations set forth in this Agreement. The requirements to obtain and maintain any particular insurance in accordance with this Section 2.6 may be modified or waived if all Parties agree to such modification or waiver in writing. Notwithstanding anything in the foregoing to the contrary, the minimum coverage limits for Commercial General Liability Insurance and Automobile Liability Insurance set forth in this Section 2.6 shall never be less than twice the amount of the maximum per person and per single occurrence liability for a municipality as set forth in Tex. Civ. Prac. & Rem. Code §101.023(c), as amended or replaced from time to time.

2.7 **Inspection**. Except where this Agreement places such responsibility on TMLIRP, City and/or City's contractors shall (i) conduct regular inspections of the Easement Area and the Parking Garage for compliance with health and safety standards and building codes and for cleanliness, good order, condition, and repair, (ii) buy, clean, and repair all furnishings and equipment in and for the Parking Garage; (iii) periodically paint, renovate, and refurbish the Parking Garage, and related equipment; (iv) hire or contract with sufficient personnel to clean and maintain the Parking Garage; and (v) cause all equipment and fixtures in and about the Parking Garage to be repaired and maintained in good condition, including, but not limited to lights, wiring, plumbing, and other equipment.

2.8 **Damages to Parking Garage**. TMLIRP shall be responsible for damages to the Parking Garage caused by the action of TMLIRP and/or the Permitted Users, in which case TMLIRP shall be responsible for reimbursing City for the costs of making the repair or performing the necessary maintenance resulting from such acts and for the reasonable costs incurred by City for such work.

2.9 **Demolition of Parking Garage.**

(a) Except in connection with the repair and reconstruction of the Parking Garage following fire, or a Casualty as set forth in Section 2.10, City shall not demolish, remove, destroy, or cause or permit the demolition, removal, or destruction of all or any material portion of the Parking Garage without the prior written consent of TMLIRP, which consent shall not be unreasonably conditioned or withheld. Any purported demolition, removal, or destruction of all or any material portion of the Parking Garage undertaken without TMLIRP's prior written consent in violation of this Section shall constitute a default under this Agreement, and TMLIRP shall be entitled to pursue all remedies available at law or in equity, including, without limitation, specific performance and injunctive relief.

(b) Notwithstanding the foregoing, City may, without obtaining TMLIRP's prior written consent, take such emergency measures with respect to the Parking Garage as City reasonably determines are immediately necessary to prevent or mitigate an imminent risk of bodily injury to any person or material damage to property (an **"Emergency Action"**). Any Emergency Action taken by City under this Section shall be limited to the scope reasonably necessary to address the imminent risk giving rise to such Emergency Action, and City shall use commercially

reasonable efforts to minimize any impact on the Permitted Use and TMLIRP's easement rights hereunder. City shall provide TMLIRP with written notice of any Emergency Action as soon as reasonably practicable, but in no event later than forty-eight (48) hours after the commencement of such Emergency Action, which notice shall include a detailed description of the nature of the imminent risk, the Emergency Action taken, and the anticipated effect on the Parking Garage and the Permitted Use.

(c) In the event that an Emergency Action results in the partial or total demolition, removal, or destruction of the Parking Garage, City and TMLIRP shall negotiate in good faith regarding the restoration or reconstruction of the Parking Garage for the Permitted Use, or such other arrangements as may be mutually agreeable to the Parties.

2.10 Casualty Damage to Parking Garage. If the Parking Garage is wholly or partially destroyed or damaged by fire, casualty or Event of Force Majeure, City shall with reasonable diligence, repair, replace, restore and reconstruct (or cause the repair or reconstruction of) such improvements so damaged or destroyed to the extent necessary to restore the Parking Garage to substantially the condition in which it existed prior to such damage or destruction. City shall as soon as practicable under the circumstances, but in any case not later than 270 days after the occurrence of the event that resulted in such damage or destruction, commence to repair, reconstruct or replace the damaged or destroyed portion of the Parking Garage, and pursue the repair, reconstruction, or replacement consistent with industry standards for the operation of similar types of Parking Garages with reasonable diligence so as to restore the Easement Area and the Parking Garage as applicable, to substantially the condition it was in before the casualty. In the event that the insurance proceeds received by City are insufficient to complete such repair or reconstruction, the Parties shall provide funds to cover such deficiency with TMLIRP's share of such deficiency being an amount equal to the amount of such deficiency multiplied by 200 then divided by the total number of parking spaces within the Parking Garage.

2.11 Payment of Insurance Proceeds. The use of insurance proceeds to repair, replace, restore or reconstruct the Easement Area and/or the Parking Garage damaged or destroyed by Casualty ("**Restoration**") shall be subject to City's approval of the plans and specifications for the Restoration of the Easement Area and the Parking Garage prior to the commencement of the Restoration of the Easement Area and the Parking Garage

2.12 Eminent Domain.

(a) In the event of a Partial Taking of any portion of the Parking Garage, City shall, with reasonable diligence, repair or reconstruct (or cause the repair or reconstruction of) such improvements so taken to the extent necessary to restore the remaining portion of the Parking Garage to substantially the condition in which they existed prior to such taking; provided, however, City's obligations and liabilities with respect thereto shall be limited to the condemnation proceeds received by City. In the event that such condemnation proceeds are insufficient to complete such repair or reconstruction and City elects to proceed with the restoration of the Parking Garage, then City shall bear all costs necessary to cover the deficiency.

(b) In the event of a Total Taking of the Parking Garage, this Agreement will terminate

upon the date of such Total Taking, and the condemnation proceeds shall be allocated between City and TMLIRP in proportion to TMLIRP's Pro Rata Share.

2.13 **Benefits of Ownership**. It is the purpose and intent of the Parties that City shall retain the benefits of ownership of the Parking Garage. Accordingly, at all times, City shall be deemed to exclusively own the Parking Garage for tax purposes, and City alone shall be entitled to all of the tax attributes of ownership thereof including, without limitation, the right to claim depreciation or cost recovery deductions, and the right to amortize capital costs and to claim any other tax benefits attributable to the Parking Garage.

2.14 **Revenue Generated by Garage**. All revenue generated from the operation of the Parking Garage shall belong to City.

2.15 **Rules and Regulations.** City shall have the right to establish and enforce reasonable, nondiscriminatory procedures, rules, restrictions and regulations relating to the cleanliness and traffic and parking control within and upon the Parking Garage, subject to TMLIRP's approval, which shall not be unreasonably withheld. All motor vehicles using the Parking Garage shall comply at all times and in all respects with Applicable Laws and shall operate at all times in a manner to minimize noise and exhaust fumes within the Parking Garage. In connection with any towing or other removal or disabling of any vehicle, neither City nor its employees, representatives, agents or contractors, shall have any liability to any person, including liability for any negligent act or omission of City or its employees, representatives, agents or contractors except to the extent arising from the gross negligence or willful act of City.

Article III
Default and Remedies.

3.1 **Default.** If any Party fails to pay or perform any of its obligations under this Agreement or is otherwise in default under this Agreement (any of the foregoing being a "**Breach**"), and such Breach is not cured by the breaching Party on or before the thirtieth (30th) day (or such longer period if by its nature the cure cannot be accomplished within said thirty (30) day period provided such cure is commenced within the original thirty (30) day period and thereafter diligently pursued) following the breaching Party's receipt of a written notice of such Breach from the non-defaulting Party, a default by the breaching Party shall exist hereunder ("**Default**"); provided, however, if any Breach constitutes an emergency condition (an "**Emergency Breach**"), the non-defaulting Party, acting in good faith, shall have the right to cure an Emergency Breach upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter.

3.2 **Remedies**. If a Default exists, the non-defaulting Party that provided notice of such default pursuant to Section 3.1 above (a "**Notice Party**"), shall be entitled to exercise any and all rights and remedies available to it at law or equity in connection therewith and under this Agreement subject to the provisions hereof.

3.3 **Prosecution**. Subject to Section 3.1 above, the Notice Party shall have the right to (a) prosecute any proceedings at law or in equity against the defaulting Party or any other Party or

person violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and (b) recover damages for any such violation or Default; provided that each Party to this Agreement hereby waives the right to seek and to recover punitive, special and/or consequential damages. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3.4 **Agreement Shall Continue Notwithstanding Breach**. Unless expressly stated otherwise herein, it is agreed that no Breach of or Default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such Breach or Default.

Article IV
Miscellaneous

4.1 **Limitation on Liability**. The Parties acknowledge and agree that in satisfying the conditions of this Agreement, the Parties have acted independently from each other, and TMLIRP and City, respectively, assume no responsibilities or liabilities to third parties in connection with these actions.

4.2 **No Joint Venture**. The Parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

4.3 **Authorization**. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned are the properly authorized persons with the necessary authority to execute this Agreement on behalf of the respective Party. City's City Manager is authorized to execute any instruments related to this Agreement, including any amendments to this Agreement.

4.4 **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

David Morgan, City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a copy to:

Skye Masson, City Attorney
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

If intended for TMLIRP, to:

Texas Municipal League
Intergovernmental Risk Pool
Attn: Bo Joseph
1821 Rutherford Lane, Suite 100
Austin, Texas 78754
Email: bjoseph@tmlirp.org

With a copy to:

Jackson Walker, LLP
Attn: Pam Madere
100 Congress Avenue, 11th Floor
Austin, Texas 78701
Email: pmadere@jw.com

4.5 **Entire Agreement**. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. Except for the Project Development Agreement, there is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.6 **Governing Law**. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.7 **Amendment**. This Agreement may only be amended by the written agreement of the Parties.

4.8 **Legal Construction**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.9 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.10 **Successors and Assigns**. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

4.11 **Recitals**. The recitals to this Agreement are incorporated herein.

4.12 **Counterparts**. This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

4.13 **Recordation of Agreement**. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

4.14 **Warranty of Title.** Subject to the provisions of this Agreement and all validly existing and presently recorded easements, rights-of-way, and other instruments that affect the Easement Area, City sells, grants, and conveys the Easement to TMLIRP **TO HAVE AND TO HOLD** the Easement Area for the Permitted Use unto TMLIRP, its successors and permitted assigns, forever, and City hereby binds itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement and Easement Area unto TMLIRP, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under City but not otherwise.

4.15 **Effective Date**. This Agreement shall be effective on the date it bears the signatures of the authorized representatives of both Parties (the "**Effective Date**").

4.16 **Termination; Assignment**. City may upon the date set forth in written notice to TMLIRP terminate this Agreement if:

(a) TMLIRP vacates or ceases to occupy the TMLIRP Offices or ceases the Permitted Use; provided, however, TMLIRP may in connection with the sale of the TMLIRP Offices assign this Agreement to a successor owner of the TMLIRP Offices provided TMLIRP has provided at least thirty (30) days prior written notice thereof to City and such assignee expressly assumes the obligations of TMLIRP under this Agreement in writing in a form reasonably approved by City; or

(b) The TMLIRP Offices are destroyed or damaged by a Casualty to the extent that TMLIRP and/or TML are unable to occupy the TMLIRP Offices and no building is reconstructed to replace the TMLIRP Offices and occupied on or before the tenth (10th) anniversary of the date of the occurrence of the Casualty that resulted in such damage or destruction.

[Signature Page to Follow]

EXHIBIT "A"
Form of Parking Easement Agreement

City's Signature Page

SIGNED AND AGREED this ____ day of _____ 2026, to be effective on the Effective Date.

CITY OF GEORGETOWN

By: _____
David Morgan, City Manager

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____ 2026, by David Morgan, City Manager of the City of Georgetown, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"
Form of Parking Easement Agreement

TMLIRP's Signature Page

SIGNED AND AGREED this ____ day of _____ to be effective on the Effective Date.

Texas Municipal League Intergovernmental Risk Pool

By: _____
_____, _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME on this ___ day of _____, 2026, personally appeared ___, the _____ of Texas Municipal League Intergovernmental Risk Pool known to me or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in such capacity as herein stated on behalf of said _____.

_____
Notary Public, State of Texas

My Commission Expires: _____

Exhibit "B"
Project Scope

9th and Main Parking Garage

Preliminary Project Scope

1. Purpose

This document establishes the preliminary scope of the proposed parking garage and associated retail improvements at the 9th and Main site in Georgetown, Texas.
The intent is to define the general project concept, identify the principal elements anticipated to be included in the project, and clarify improvements that are not currently included in the project scope or budget. Detailed configurations and technical requirements will be further refined through the design process.

2. Project Description

The project is anticipated to consist of a four-level public parking garage located at 9th and Main Streets, with ground-floor retail space fronting both 9th Street and Main Street.
The parking garage will extend above the retail space along Main Street. The garage is not anticipated to extend above the retail space along 9th Street.
The retail spaces along both streets are anticipated to be double-height spaces.
The parking structure is currently anticipated to be constructed primarily as a precast concrete structure. The exterior architectural treatment and overall appearance are intended to be commensurate with the conceptual renderings included in the project materials presented to the Georgetown City Council in May 2026.

3. Preliminary Project Yield

Early yield studies indicate that the project may include approximately:

- 168,000 square feet of structured parking.
- Up to 448 parking spaces.
- 16,000 square feet of ground-floor retail space along 9th Street and Main Street.

These quantities are preliminary and will be confirmed and adjusted as the design is refined. The final parking count, parking area, and retail area will depend on the completed structural layout, circulation, access, building systems, and other project requirements.

4. Parking Configuration

The garage is anticipated to include a combination of standard, oversized, and limited compact parking spaces.
The preliminary parking configuration includes:

- Standard spaces approximately 9 feet wide by 18 feet long.
- Oversized spaces approximately 10 feet wide by 20 feet long.
- Compact spaces approximately 7 feet 6 inches wide by 16 feet long, used sparingly and only where appropriate.

Where the garage configuration allows, a 62-foot parking bay may be used to accommodate oversized spaces on one side of the drive aisle and standard spaces on the opposite side.
A 60-foot parking bay may be used where standard spaces are provided on both sides of the drive aisle.
The final mix and arrangement of parking spaces will be established through the design process.

5. Architectural Character

The garage and retail shell will include an enhanced exterior architectural treatment appropriate for the downtown Georgetown location. The project will be subject to Georgetown Historic and Architectural Review Committee guidelines and approval.

Exhibit "B"
Project Scope

The final design is intended to be commensurate with the character, quality, and general appearance represented in the conceptual renderings presented to City Council in May 2026.
The conceptual renderings establish the general architectural direction of the project. They are not intended to represent final construction documents or require that every illustrated feature be incorporated exactly as shown.

6. Retail Scope

The project will include the core and shell construction of the ground-floor retail spaces along 9th Street and Main Street.
The retail scope is anticipated to include:

- The building structure and exterior enclosure.
- Storefront openings and exterior doors.
- Base building utility service brought to or stubbed into the retail spaces.
- Slab leave-outs or similar provisions where needed for future tenant utilities.
- Electrical service provisions associated with the core and shell.
- Electric unit heaters or other limited systems required to maintain the spaces in a cold, dark shell condition.
- Code-required life-safety and base building systems applicable to the shell space.

The project does not include tenant-specific design or construction within the retail spaces. The retail spaces will be delivered in a cold, dark shell condition for future completion by tenants or others.

7. Garage Access and Circulation

The project will include the vehicular and pedestrian access necessary for the operation of the parking garage and access to the retail shell spaces.
The final locations and configurations of garage entrances, exits, internal circulation, ramps, stairs, elevators, and pedestrian connections will be established through the design process in coordination with the City and the overall site plan.

8. Scope Included

The preliminary project scope is anticipated to include:

- The four-level public parking structure.
- Up to approximately 448 parking spaces, subject to refinement through design.
- Parking spaces, drive aisles, ramps, and internal garage circulation.
- Vehicular entrances and exits serving the garage.
- Stairs, elevators, and other vertical circulation required to operate the garage.
- The exterior architectural skin and screening of the garage.
- Approximately 16,000 square feet of ground-floor retail core and shell space.
- Garage-related signage and wayfinding.
- Building systems and equipment required for the operation of the garage and retail shell.
- Utility laterals and connections necessary to serve the project.
- Site improvements located within the project limits and necessary for access to and operation of the garage and retail shell.
- Public right-of-way improvements within the back-of-curb limits immediately adjacent to the project, designed in line with requirements in the City's Downtown Master Plan.
- Design and construction coordination necessary to integrate the garage and retail shell into the 9th and Main site.

9. Scope Not Included

Unless subsequently approved and incorporated into the project through a separate scope and budget authorization, the project does not include the following:

Exhibit "B"
Project Scope

9.1 Retail Tenant Improvements

The project does not include tenant-specific improvements within the retail spaces, including:

- Interior partitions and finishes.
- Tenant-specific mechanical, electrical, or plumbing systems.
- Commercial kitchen systems or equipment.
- Furniture, fixtures, and equipment.
- Tenant signage.
- Tenant-specific utility distribution beyond the core and shell provisions.
- Other improvements required for occupancy by a particular tenant.

9.2 Electrical Transformer at 9th and Church

The City has discussed the potential placement of an electrical transformer near the corner of 9th Street and Church Street.

The project team has not evaluated the impact of this proposed transformer location on the project program, layout, cost, or schedule. No costs associated with relocating, installing, screening, or otherwise accommodating a transformer at this location have been included in the current project budget unless the transformer is determined to be necessary to provide electrical service to the project.

Any transformer improvements requested by the City that are not required to serve the garage and retail shell will be treated as elective City improvements and will not be included as a shared project cost.

9.3 Regional Trash Facility Impacts

The potential impacts of the regional trash facility on the parking garage layout and total parking space count have not yet been evaluated.

Any reduction in the number of parking spaces attributable to the regional trash facility may increase the average cost per parking space without providing a corresponding benefit to TML IRP. Accordingly, costs associated with the regional trash facility, including any resulting increase in the cost per parking space, should not be included in the calculation of TML IRP's share of the project costs.

The parties will need to separately evaluate and agree upon the parking, cost, and cost-sharing impacts associated with the regional trash facility before those impacts are incorporated into the project scope, budget, or cost allocation.

9.4 Burial or Relocation of Overhead Utility Lines

The project does not include the burial, relocation, or broader improvement of existing overhead or aerial utility lines unless an adjustment is directly required to construct or provide service to the garage and retail shell.

The burial or relocation of overhead lines is not currently considered necessary to complete the project. Accordingly, these costs have not been included in the project budget.

Any burial, relocation, or enhancement of overhead utilities requested by the City beyond what is necessary for the project will be treated as an elective City cost and will not be included as a shared project cost.

9.5 Off-Site Utility and Drainage Improvements

The project does not include upgrades or expansion of off-site public utility mains or stormwater conveyance systems, including:

- Off-site stormwater conveyance improvements.
- Upgrades to public water mains.
- Upgrades to public wastewater mains.
- Broader electrical distribution system upgrades.
- Other off-site utility capacity improvements.

The project does include utility laterals, service connections, and localized improvements necessary to connect the project to the existing public systems. This may include lateral upgrades or modifications needed to connect to existing water, wastewater, stormwater, electrical, or other utility infrastructure.
Any required upgrades to public main lines or broader off-site systems have not been included in the current project scope or budget.

9.6 Broader Public Right-of-Way Improvements

The project does not include general streetscape enhancements, roadway reconstruction, or other public right-of-way improvements beyond those directly associated with the project frontage and located generally within the back-of-curb limits.
Improvements outside these limits, or improvements requested for broader City purposes rather than to support the construction and operation of the garage and retail shell, are not included in the current project scope or budget.

10. Scope Refinement and Changes

This preliminary scope establishes the overall intent of the parking garage and retail shell project.
The final design, parking count, square footage, layout, materials, access points, utility connections, and related project elements will be refined through the design process and remain subject to City review and approval.
Any material change to the project concept, parking capacity, retail program, architectural character, utility scope, off-site improvements, or included project components should be separately evaluated for its effect on project cost, schedule, and the agreed allocation of project costs before being incorporated into the project.

Exhibit "C"
Preliminary Budget

9th and Main Parking Garage

Georgetown, Texas

PRELIMINARY PROJECT BUDGET		
Cost Code	Description	Original Budget
1	Professional Services	$ 4,486,111
2	Regulatory / Permitting Fees	$ 668,310
3	Owner's FF+E / Technology Allowances	$ 1,575,000
4	Construction Contract	$ 26,735,808
04-0100	Parking Garage Vertical	$ 19,231,954
04-0200	9th Street Retail	$ 3,673,412
04-0300	10th Street Retail	$ 1,437,909
04-0400	Sitework	$ 1,241,230
04-0800	Escalation	$ 1,151,303
5	Owner Project Contingencies	$ 3,430,186
05-0100	Owner's Soft Cost Contingency (5%)	$ 257,721
05-0200	Owner's Construction Change Order Contingency (5%)	$ 1,415,540
05-0300	Program Contingency (5%)	$ 1,756,925
	GRAND TOTAL (PROGRAM)	$ 36,895,415

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Parking Easement Agreement with the TMLIRP

SUGGESTED ACTION:
Consideration and possible action to approve a Parking Easement Agreement with the Texas Municipal League Intergovernmental Risk Pool and to authorize the City Manager to execute the Parking Easement Agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") desires to cause the design and construction of a parking garage on behalf of the City and participate in the costs of the design and construction of the parking garage pursuant to a Project Development Agreement by and among the City, TMLIRP and the Georgetown Transportation Enhancement Corporation. The parking garage will be a four-level structured parking garage situated on land owned by the City and will include (i) an area of approximately 184,000 square feet, (ii) not less than four hundred thirty-five (435) parking spaces, and (iii) approximately 16,000 square feet of retail space on the ground floor of the parking garage with entries from Ninth Street or Main Street. In exchange for TMLIRP's participation in the design and construction of the parking garage, this Parking Easement Agreement would permit TMLIRP to use 200 parking spaces within the parking garage in accordance with the terms provided for therein.

FINANCIAL IMPACT:

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
Georgetown TMLIRP Parking Easement Agreement (Final).pdf

STATE OF TEXAS	§	
	§	**PARKING EASEMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	

This **Parking Easement Agreement** ("**Agreement**") is made as of the Effective Date by and between the **City of Georgetown** ("**City**"), a Texas home rule municipality, and the **Texas Municipal League Intergovernmental Risk Pool** ("**TMLIRP**"), a Texas administrative agency established by Texas local governments pursuant to Texas Government Code Chapters 791 and 2259 and Texas Labor Code Chapter 504 (each a "**Party**" and collectively the "**Parties**"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, City owns the **"Land"** (hereinafter defined); and

WHEREAS, City desires to cause the design and construction of the **"Parking Garage"** (hereinafter defined); and

WHEREAS, TMLIRP desires to provide parking for its officers, employees, guests, and others while working, conducting business, or otherwise visiting the **"TMLIRP Offices"** (hereinafter defined); and

WHEREAS, TMLIRP has agreed to cause the design and construction of the Parking Garage on behalf of City and participate in the costs of the design and construction of the Parking Garage pursuant to that certain Project Development Agreement by and among Georgetown Transportation Enhancement Corporation (**"GTEC"**), City and TMLIRP dated _____ (the **"Project Development Agreement"**) in exchange for this Parking Easement Agreement; and

WHEREAS, City has agreed to grant the **"Easement"** (hereinafter defined) to TMLIRP as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Applicable Law" shall mean all applicable laws, rules, regulations and ordinances (federal, state, county, city or otherwise), of any governmental authority including, without limitation, all districts, departments, commissions, boards and officers thereof, and any other body exercising similar functions, including, but not limited to any environmental laws, the Americans

with Disabilities Act, and any similar laws, statutes or ordinances relating to handicapped accessibility.

"Business Day(s)" shall mean Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

"Casualty" shall mean damage or destruction of the Parking Garage caused by fire, natural disaster, or other Event of Force Majeure.

"City" shall mean the City of Georgetown acting by and through its city manager.

"Controlled Access Facilities" shall mean the controlled gated access to and from the parking spaces within the Easement Area and associated pay stations as may be installed within the Easement Area.

"Designated Hours" shall mean (i) the hours of 8:00 a.m. to 5:00 p.m. Central Time every Monday through Friday and (ii) a Special Event Period.

"Easement" shall have the meaning assigned in Article II hereof.

"Easement Area" shall mean the Parking Garage other than the Retail Space.

"Event of Force Majeure" means an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Land is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Impositions" shall mean taxes, assessments, use and occupancy taxes, charges, excises, license, and permit fees, and other charges by public or governmental authority, general and

special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on City with respect to the Parking Garage.

"Land" shall mean the real property described as Lots 1 through 8, inclusive, Block 1, Glasscock Addition to the City of Georgetown, Williamson County, Texas, and more particularly described in that certain Special Warranty Deed dated June 15, 2004, and recorded June 16, 2004, as Instrument No. 2004047277, Official Public Records, Williamson County, Texas.

"Parking Garage" shall mean a four-level structured parking garage constructed on the Land with (i) an area of approximately 184,000 square feet, (ii) no less than four hundred thirty-five (435) parking spaces, and (iii) the Retail Space.

"Partial Taking" shall mean an eminent domain taking which is not a Total Taking. The term "eminent domain taking" includes a voluntary conveyance made under threat or in anticipation of an involuntary eminent domain taking.

"Permitted Use" shall mean the use of no more than two hundred (200) motor vehicle parking spaces in the Parking Garage by Permitted Users during the Designated Hours.

"Permitted Users" shall mean TMLIRP's and Texas Municipal League's ("**TML**") officers, employees, guests, and others who are working, conducting business, or otherwise visiting the TMLIRP Offices.

"Reserved Spaces" shall mean two hundred (200) parking spaces designated by City and TMLIRP on the upper two levels of the Parking Garage for exclusive use by Permitted Users for the Permitted Use in accordance with and subject to Section 2.1(d).

"Retail Space" shall mean approximately 16,000 square feet of retail space located on the ground floor of the Parking Garage with entries from Ninth Street or Main Street.

"Special Event Period" shall mean, subject to Section 2.2, a period on a Business Day beginning after 5:00 p.m. and ending before midnight of the same Business Day designated in writing to City by TMLIRP not less than sixty (60) days prior to the Special Event Period.

"TMLIRP Offices" shall mean the property and buildings owned by TMLIRP and used by TMLIRP as its general headquarters and by TMLIRP and TML as an official place of business located at 205 E. University Avenue in Georgetown, Texas.

"TMLIRP's Pro Rata Share" shall mean the ratio of 200 to the total number of parking spaces in the Parking Garage.

"Total Taking" shall mean an eminent domain taking of all of the Parking Garage or such portion thereof (considering both quantity and configuration) that it is impractical to restore such improvements to a condition which permits them to be used for the Parking Garage.

Article II
Easement

2.1 Grant of Easement.

(a) Grant of Easement. Upon Completion of Construction of the Parking Garage and acceptance thereof by City (as those terms are defined in Project Development Agreement) and subject to the provisions of this Agreement, City hereby grants and conveys to TMLIRP a perpetual, non-exclusive easement (the "**Easement**"), including the right of ingress, egress, and regress, to use the Parking Garage by Permitted Users for the Permitted Use. The Easement includes the non-exclusive right of Permitted Users to use the sidewalks, stairs, elevators, driveways, drive aisles, ramps, entrances and exits located on the Land and in the Parking Garage for the purpose of providing direct ingress to and egress from the Parking Garage by the Permitted Users to and from the streets and sidewalks located adjacent to the Land.

(b) Reservation by City. City hereby reserves, subject to the provisions hereof, the right for direct access and use of all portions of the Easement Area for the purpose of public parking and conducting repairs and maintenance of the Parking Garage.

(c) Commencement of Easement. Notwithstanding the foregoing or any other provision herein to the contrary, TMLIRP's right to access and utilize the Easement created by this Agreement and all obligations of City under this Agreement shall not be effective until the completion of construction of the Parking Garage as evidenced by the issuance of a certificate of occupancy by City for use thereof, which right shall automatically become effective without further action by the Parties at such time.

(d) Designation of Reserved Spaces.

(1) After Completion of Construction of the Parking Garage, if TMLIRP determines that use of the Parking Garage by Permitted Users combined with the use of the Parking Garage by others regularly results in the unavailability of parking spaces for parking at least 200 vehicles operated by Permitted Users for the Permitted Use during the Designated Hours (excluding parking during Special Event Periods), TMLIRP may deliver a written notice to City requesting the designation of some or all of the Reserved Spaces (the "**Reservation Notice**") accompanied by evidence reasonably supporting TMLIRP's determination of the existence of such unavailability of parking spaces for Permitted Users. Such supporting evidence may include, but not be limited to, occupancy observations taken at various times of day on representative sample of days, reports from Permitted Users of the inability to locate vacant parking spaces, physical parking counts, and similar types of information.

(2) Unless otherwise agreed by City, the designation of Reserved Spaces shall not become effective before ninety (90) days after delivery of the Reservation Notice to City.

(3) During the 90-day period described in paragraph (2), above, the Parties shall reasonably and in good faith seek to agree in writing on:

(i) Which parking spaces shall be designated as the Reserved Spaces provided, however, if the Parties are unable to reach agreement, the Reserved Spaces shall be designated in contiguous blocks beginning at the uppermost parking level of the Parking Garage and proceeding downward;

(ii) Policies and procedures for use of the Parking Garage generally and the Reserved Spaces specifically by Permitted Users during the Designated Hours that set forth, as a minimum:

(A) Permitted Users will only be allowed to park in the Reserved Spaces during the Designated Hours;

(B) Exceptions to subparagraph (A), above;

(C) Vehicles other than those operated by Permitted Users will not be authorized to park in Reserved Spaces during the Designated Hours;

(D) How the Parties will implement and enforce such policies and procedures, including the restrictions described in (A) and (C), above;

(E) How the Parties will indicate within the Parking Garage which parking spaces are designated as Reserved Spaces and/or indicate which vehicles are authorized to be parked in Reserved Spaces, which may include, but not be limited to, installation of signs, lights, markings, access control gates or other access control mechanisms, and/or the preparation and use of parking permit decals, hangtags, or other similar credentials (collectively, the "**Reservation Mechanisms**"), and determining which Party will be responsible for installing and implementing the Reservation Mechanisms. Except as provided in Section 2.2(c), TMLIRP shall at all times be solely responsible for the reasonable and documented cost and expense relating to installing, implementing, operating, maintaining, and repairing the Reservation Mechanisms; and

(F) Such other matters to which the Parties may include in such policies and procedures.

(4) TMLIRP may specify in a Reservation Notice that fewer than two hundred (200) parking spaces be designated as Reserved Spaces, in which case TMLIRP shall have the right to request that additional parking spaces be designated as Reserved Spaces by the subsequent delivery of one or more Reservation Notices; provided, however, the total of all Reserved Spaces shall never exceed two hundred (200). Each subsequent Reservation Notice for additional Reserved Spaces shall comply with paragraphs (1) and (2) of this Section 2.1(d). Further, with each subsequent Reservation Notice, the Parties shall evaluate

the policies and procedures adopted pursuant to paragraph (3) of this Section 2.1(d) and determine if any changes are necessary as the result of the designation of additional Reserved Spaces.

(5) Notwithstanding the definition of "Reserved Spaces" in Article I, the City Manager shall have the authority to agree to the designation of Reserved Spaces at locations other than the upper two levels of the Parking Garage, which designation may be for a specified time or permanently.

(6) TMLIRP's election under this Section and any period during which TMLIRP's spaces remain unreserved, regardless of duration, shall not: (a) reduce, suspend, or modify TMLIRP's right to two hundred (200) parking spaces; or (b) constitute a waiver, release, abandonment, or relinquishment of any right of TMLIRP under this Agreement or the Easement. No delay by TMLIRP in delivering a Reservation Notice shall impair TMLIRP's right to do so at any later time.

2.2 <u>Limitations on Use for Permitted Use; Use for Special Event Periods</u>.

(a) TMLIRP acknowledges, understands, and agrees that the use of the Easement Area is limited to the Permitted Use.

(b) City shall have the right to install signs directing and identifying the public parking on the Easement Area. City shall have the sole right to: (1) install Controlled Access Facilities or other form of controlled access to the Parking Garage at the entrances to and exits from the Parking Garage, or at such other locations within or around the Parking Garage as City may determine in its reasonable discretion; and (2) charge fees to the public or impose such terms and conditions for public parking or third-party parking in the Parking Garage as City may determine in its sole discretion for parking in the Parking Garage. City shall be entitled to retain all revenues derived therefrom. TMLIRP shall have no claim, right, or interest in any revenues generated by City from such public parking or third-party parking in the Parking Garage.

(c) If City installs Controlled Access Facilities to control access to the Parking Garage, City shall issue appropriate devices to TMLIRP to validate parking for Permitted Users which shall permit access to the Parking Garage for the days and hours of the Permitted Use. TMLIRP shall not cause or otherwise authorize use of such validation device by Permitted Users or others to gain access to or use the Parking Garage outside of the days and hours of the Permitted Use or any Special Event Period.

(d) TMLIRP shall have the right to use the Parking Garage during Special Event Periods subject to the following:

(1) TMLIRP shall notify City in writing not later than sixty (60) days prior to the date(s) TMLIRP will use the Parking Garage for a Special Event Period; and

(2) No Special Event Period may be scheduled for a Friday if City has notified TMLIRP in writing not later than ninety (90) days prior to such Friday that a City-

sponsored event will be taking place within City's downtown area such that use of the Parking Garage by attendees of such event will be needed.

(e) Notwithstanding anything to the contrary in this Agreement, City shall have the right to exclusively use the entire Parking Garage in conjunction with the operation of a City-sponsored event being held in City's downtown area, including, at City's sole option, prohibiting use of the Parking Garage by Permitted Users or reducing the number of parking spaces by Permitted Users (including Reserved Spaces, if applicable) to less than 200; provided:

(1) Such exclusive use by City that reduces the number of available parking spaces for Permitted Users to less than 200 shall be limited to no more than three (3) Fridays during each calendar year;

(2) City will endeavor to deliver written notice to TMLIRP at the beginning of each calendar year identifying the date(s) on which City will exercise its right to such exclusive use but regardless shall deliver written notice of the date(s) City will exercise its right to such exclusive use not later than ninety (90) days prior to such date(s); and

(3) The exercise of City's right to use the Parking Garage exclusively pursuant to this Section 2.2(e) shall include the entire day (i.e. Midnight to 11:59 p.m.) on such Friday unless City otherwise advises TMLIRP that it will not require use of the Parking Garage for the full day.

2.3 **Exclusive Use of Easement Area**. TMLIRP shall not grant, and understands, acknowledges, and agrees that it has no authority to grant or convey an easement or license for, or otherwise consent to, the use of the Easement Area by any third-party for parking or any other purpose on the Easement Area without the written consent of City, which may be withheld at City's sole discretion.

2.4 **Operation, Repair, Replacement and Maintenance of the Easement Area**.

(a) City at its sole expense shall be responsible for the operation of the Parking Garage, and City shall perform all such duties in a good and workmanlike manner, in accordance with industry standards applicable to comparable projects and in accordance with all Applicable Laws.

(b) Except as otherwise expressly set forth in this Agreement, including, but not limited to, Section 2.1, at all times during the term of this Agreement, City shall keep and maintain, or cause to be kept and maintained, the Parking Garage, in a good state of appearance, cleanliness, order, and repair, reasonable wear and tear excepted, including, but not limited to, wiring, electrical, drainage, lighting fixtures and facilities, curbs, curb stops, parking space paint striping, designated handicap parking space signs and related signs, regular and timely removal of all litter, garbage, trash and waste, maintenance of interior lighting within the Parking Garage and elevators, mechanical equipment, the walks, driveways, ramps, elevators, stairwells, striping and restriping parking areas, driveways and the like, and repairing and repainting the exterior of the Parking Garage as may be reasonably necessary or desirable. City shall perform such maintenance and repair as necessary to operate the Parking Garage in accordance with generally accepted

commercial standards applicable to a commercial parking facility located within the Austin Metroplex (downtown Austin or high-density retail areas). The foregoing shall include periodically removing papers, debris, filth, refuse, and surface waters and washing or thoroughly sweeping paved areas. All paved areas of the Easement Area shall be kept free of potholes, cracks larger than one-fourth inch (1/4") or deemed dynamic in nature, and other conditions which could reasonably result in damage to vehicles or a tripping hazard to people traversing the Easement Area.

(c) City's obligations with respect to the maintenance and repair of the Easement Area includes the repair and replacement of all structural components of the Parking Garage, including the walls, support columns, roof, gutters, storm drains, and foundation, elevators, lighting, heating, air conditioning, plumbing and other electrical and mechanical equipment, signs, fixtures and systems, and also including all utility repairs in ducts, conduits, pipes and wiring located in, under and above the Easement Area and all paving, driveways, sidewalks and parking areas (the "**Garage Structural Elements**"). Except where otherwise expressly set forth in this Agreement, including, but not limited to, Section 2.1, TMLIRP shall have no duty, obligation or liability to make any repairs, replacements, or alterations to the Parking Garage or the Easement Area or any portion thereof, at any time during the term of this Agreement. City shall maintain the Garage Structural Elements in a good state of repair, reasonable wear and tear excepted.

(d) The cost of the maintenance, repair and operation of the Parking Garage (including the Easement Area as described in Sections 2.4 (a), 2.4 (b), and 2.4(c) and including the cost of insurance and utility services, conducted or paid by City (collectively, the **"Operating Expenses"**), shall be borne by City.

2.5 **Indemnification**. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF TMLIRP PURSUANT TO THIS AGREEMENT. TMLIRP HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "**CITY REPRESENTATIVES**") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE CITY REPRESENTATIVES. TMLIRP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF CITY PURSUANT TO THIS AGREEMENT. CITY HEREBY WAIVES ALL CLAIMS AGAINST TMLIRP, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "**TMLIRP REPRESENTATIVES**") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF ONE OR MORE OF THE TMLIRP REPRESENTATIVES.

2.6 **Insurance**. City and TMLIRP acknowledge and agree that City may satisfy any of its insurance requirements and obligations under this Agreement with self-insurance through the Texas Municipal League Intergovernmental Risk Pool. Should City choose not to self-insure, City

shall obtain and maintain in full force and effect during the term of this Agreement, or shall cause any contractor conducting work within the Easement Area or on the Parking Garage (the **"Contractor")** to obtain and maintain, the following policies of insurance (the **"Insurance Policies"**) and coverage:

(a) City shall obtain and maintain a Fire and Casualty Insurance Policy with "all-risk" coverage covering all buildings and other improvements located or being constructed on the Land against loss or damage from perils covered by an all risk or special form policy in amounts not less than one hundred (100%) percent of the full insurable value of the buildings and other improvements to be constructed or included in the Land, including the Parking Garage.

(b) City shall obtain and maintain Garagekeeper's Legal Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per occurrence for property damages and personal injuries arising from or relating to operation and management of the Parking Garage.

(c) If City does not insure through TMLIRP, all insurance required pursuant to this Agreement shall include and name TMLIRP as an additional insured using Additional Insured Endorsements that provide the most comprehensive coverage to the other Party under Texas law including products/completed operations.

(d) Certificates of Insurance and policy endorsements in a form reasonably satisfactory to the other Party shall be delivered to the other Party prior to the commencement of any work or services under this Agreement. All required policies shall be endorsed to provide the other Party with thirty (30) days advance notice of cancellation (ten (10) days advance notice of cancellation for non-payment of premium) or material change in coverage. On every date of renewal of the required insurance policies, a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein shall be delivered to the other Party. In addition, each Party shall, within ten (10) days after written request, provide the other Party with Certificates of Insurance and policy endorsements for the insurance required herein. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement.

(e) All policies of insurance required to be obtained pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and TMLIRP and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-VII" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Parties. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Party's insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

(f) The Parties acknowledge that during the term of this Agreement the insurance market may change, and cause (i) certain insurance coverages required by this Agreement to no longer be available, (ii) the binding of other insurance coverages not set forth in this Agreement to become commercially prudent, and/or (iii) the limits of liability set forth in this Section 2.6 to no

longer provide the Parties with adequate protection. Hence, the Parties will modify the insurance coverages hereunder at any time that a Party deems such coverages to no longer be consistent with prudent risk management practices utilized in other similar properties in Georgetown, Texas, taking into account then existing insurance market conditions and utilizing reasonable business judgment. Each Party will act reasonably with respect to any request from the other Party to alter insurance obligations set forth in this Agreement. The requirements to obtain and maintain any particular insurance in accordance with this Section 2.6 may be modified or waived if all Parties agree to such modification or waiver in writing. Notwithstanding anything in the foregoing to the contrary, the minimum coverage limits for Commercial General Liability Insurance and Automobile Liability Insurance set forth in this Section 2.6 shall never be less than twice the amount of the maximum per person and per single occurrence liability for a municipality as set forth in Tex. Civ. Prac. & Rem. Code §101.023(c), as amended or replaced from time to time.

2.7 **Inspection**. Except where this Agreement places such responsibility on TMLIRP, City and/or City's contractors shall (i) conduct regular inspections of the Easement Area and the Parking Garage for compliance with health and safety standards and building codes and for cleanliness, good order, condition, and repair, (ii) buy, clean, and repair all furnishings and equipment in and for the Parking Garage; (iii) periodically paint, renovate, and refurbish the Parking Garage, and related equipment; (iv) hire or contract with sufficient personnel to clean and maintain the Parking Garage; and (v) cause all equipment and fixtures in and about the Parking Garage to be repaired and maintained in good condition, including, but not limited to lights, wiring, plumbing, and other equipment.

2.8 **Damages to Parking Garage**. TMLIRP shall be responsible for damages to the Parking Garage caused by the action of TMLIRP and/or the Permitted Users, in which case TMLIRP shall be responsible for reimbursing City for the costs of making the repair or performing the necessary maintenance resulting from such acts and for the reasonable costs incurred by City for such work.

2.9 **Demolition of Parking Garage.**

(a) Except in connection with the repair and reconstruction of the Parking Garage following fire, or a Casualty as set forth in Section 2.10, City shall not demolish, remove, destroy, or cause or permit the demolition, removal, or destruction of all or any material portion of the Parking Garage without the prior written consent of TMLIRP, which consent shall not be unreasonably conditioned or withheld. Any purported demolition, removal, or destruction of all or any material portion of the Parking Garage undertaken without TMLIRP's prior written consent in violation of this Section shall constitute a default under this Agreement, and TMLIRP shall be entitled to pursue all remedies available at law or in equity, including, without limitation, specific performance and injunctive relief.

(b) Notwithstanding the foregoing, City may, without obtaining TMLIRP's prior written consent, take such emergency measures with respect to the Parking Garage as City reasonably determines are immediately necessary to prevent or mitigate an imminent risk of bodily injury to any person or material damage to property (an "**Emergency Action**"). Any Emergency Action taken by City under this Section shall be limited to the scope reasonably necessary to

address the imminent risk giving rise to such Emergency Action, and City shall use commercially reasonable efforts to minimize any impact on the Permitted Use and TMLIRP's easement rights hereunder. City shall provide TMLIRP with written notice of any Emergency Action as soon as reasonably practicable, but in no event later than forty-eight (48) hours after the commencement of such Emergency Action, which notice shall include a detailed description of the nature of the imminent risk, the Emergency Action taken, and the anticipated effect on the Parking Garage and the Permitted Use.

(c) In the event that an Emergency Action results in the partial or total demolition, removal, or destruction of the Parking Garage, City and TMLIRP shall negotiate in good faith regarding the restoration or reconstruction of the Parking Garage for the Permitted Use, or such other arrangements as may be mutually agreeable to the Parties.

2.10 **Casualty Damage to Parking Garage**. If the Parking Garage is wholly or partially destroyed or damaged by fire, casualty or Event of Force Majeure, City shall with reasonable diligence, repair, replace, restore and reconstruct (or cause the repair or reconstruction of) such improvements so damaged or destroyed to the extent necessary to restore the Parking Garage to substantially the condition in which it existed prior to such damage or destruction. City shall as soon as practicable under the circumstances, but in any case not later than 270 days after the occurrence of the event that resulted in such damage or destruction, commence to repair, reconstruct or replace the damaged or destroyed portion of the Parking Garage, and pursue the repair, reconstruction, or replacement consistent with industry standards for the operation of similar types of Parking Garages with reasonable diligence so as to restore the Easement Area and the Parking Garage as applicable, to substantially the condition it was in before the casualty. In the event that the insurance proceeds received by City are insufficient to complete such repair or reconstruction, the Parties shall provide funds to cover such deficiency with TMLIRP's share of such deficiency being an amount equal to the amount of such deficiency multiplied by 200 then divided by the total number of parking spaces within the Parking Garage.

2.11 **Payment of Insurance Proceeds**. The use of insurance proceeds to repair, replace, restore or reconstruct the Easement Area and/or the Parking Garage damaged or destroyed by Casualty ("**Restoration**") shall be subject to City's approval of the plans and specifications for the Restoration of the Easement Area and the Parking Garage prior to the commencement of the Restoration of the Easement Area and the Parking Garage

2.12 Eminent Domain.

(a) In the event of a Partial Taking of any portion of the Parking Garage, City shall, with reasonable diligence, repair or reconstruct (or cause the repair or reconstruction of) such improvements so taken to the extent necessary to restore the remaining portion of the Parking Garage to substantially the condition in which they existed prior to such taking; provided, however, City's obligations and liabilities with respect thereto shall be limited to the condemnation proceeds received by City. In the event that such condemnation proceeds are insufficient to complete such repair or reconstruction and City elects to proceed with the restoration of the Parking Garage, then City shall bear all costs necessary to cover the deficiency.

(b) In the event of a Total Taking of the Parking Garage, this Agreement will terminate upon the date of such Total Taking, and the condemnation proceeds shall be allocated between City and TMLIRP in proportion to TMLIRP's Pro Rata Share.

2.13 Benefits of Ownership. It is the purpose and intent of the Parties that City shall retain the benefits of ownership of the Parking Garage. Accordingly, at all times, City shall be deemed to exclusively own the Parking Garage for tax purposes, and City alone shall be entitled to all of the tax attributes of ownership thereof including, without limitation, the right to claim depreciation or cost recovery deductions, and the right to amortize capital costs and to claim any other tax benefits attributable to the Parking Garage.

2.14 Revenue Generated by Garage. All revenue generated from the operation of the Parking Garage shall belong to City.

2.15 Rules and Regulations. City shall have the right to establish and enforce reasonable, nondiscriminatory procedures, rules, restrictions and regulations relating to the cleanliness and traffic and parking control within and upon the Parking Garage, subject to TMLIRP's approval, which shall not be unreasonably withheld. All motor vehicles using the Parking Garage shall comply at all times and in all respects with Applicable Laws and shall operate at all times in a manner to minimize noise and exhaust fumes within the Parking Garage. In connection with any towing or other removal or disabling of any vehicle, neither City nor its employees, representatives, agents or contractors, shall have any liability to any person, including liability for any negligent act or omission of City or its employees, representatives, agents or contractors except to the extent arising from the gross negligence or willful act of City.

Article III
Default and Remedies.

3.1 Default. If any Party fails to pay or perform any of its obligations under this Agreement or is otherwise in default under this Agreement (any of the foregoing being a "**Breach**"), and such Breach is not cured by the breaching Party on or before the thirtieth (30th) day (or such longer period if by its nature the cure cannot be accomplished within said thirty (30) day period provided such cure is commenced within the original thirty (30) day period and thereafter diligently pursued) following the breaching Party's receipt of a written notice of such Breach from the non-defaulting Party, a default by the breaching Party shall exist hereunder

("**Default**"); provided, however, if any Breach constitutes an emergency condition (an "**Emergency Breach**"), the non-defaulting Party, acting in good faith, shall have the right to cure an Emergency Breach upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter.

3.2 **Remedies**. If a Default exists, the non-defaulting Party that provided notice of such default pursuant to Section 3.1 above (a "**Notice Party**"), shall be entitled to exercise any and all rights and remedies available to it at law or equity in connection therewith and under this Agreement subject to the provisions hereof.

3.3 **Prosecution**. Subject to Section 3.1 above, the Notice Party shall have the right to (a) prosecute any proceedings at law or in equity against the defaulting Party or any other Party or person violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and (b) recover damages for any such violation or Default; provided that each Party to this Agreement hereby waives the right to seek and to recover punitive, special and/or consequential damages. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3.4 **Agreement Shall Continue Notwithstanding Breach**. Unless expressly stated otherwise herein, it is agreed that no Breach of or Default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such Breach or Default.

Article IV
Miscellaneous

4.1 **Limitation on Liability**. The Parties acknowledge and agree that in satisfying the conditions of this Agreement, the Parties have acted independently from each other, and TMLIRP and City, respectively, assume no responsibilities or liabilities to third parties in connection with these actions.

4.2 **No Joint Venture**. The Parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

4.3 **Authorization**. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned are the properly authorized persons with the necessary authority to execute this Agreement on behalf of the respective Party. City's City Manager is authorized to execute any instruments related to this Agreement, including any amendments to this Agreement.

4.4 **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

David Morgan, City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a copy to:

Skye Masson, City Attorney
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

If intended for TMLIRP, to:

Texas Municipal League
Intergovernmental Risk Pool
Attn: Bo Joseph
1821 Rutherford Lane, Suite 100
Austin, Texas 78754
Email: bjoseph@tmlirp.org

With a copy to:

Jackson Walker, LLP
Attn: Pam Madere
100 Congress Avenue, 11th Floor
Austin, Texas 78701
Email: pmadere@jw.com

4.5 **Entire Agreement**. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. Except for the Project Development Agreement, there is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.6 **Governing Law**. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.7 **Amendment**. This Agreement may only be amended by the written agreement of the Parties.

4.8 **Legal Construction**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.9 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.10 **Successors and Assigns**. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

4.11 **Recitals**. The recitals to this Agreement are incorporated herein.

4.12 **Counterparts**. This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

4.13 **Recordation of Agreement**. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

4.14 **Warranty of Title.** Subject to the provisions of this Agreement and all validly existing and presently recorded easements, rights-of-way, and other instruments that affect the Easement Area, City sells, grants, and conveys the Easement to TMLIRP **TO HAVE AND TO HOLD** the Easement Area for the Permitted Use unto TMLIRP, its successors and permitted assigns, forever, and City hereby binds itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement and Easement Area unto TMLIRP, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under City but not otherwise.

4.15 **Effective Date**. This Agreement shall be effective on the date it bears the signatures of the authorized representatives of both Parties (the "**Effective Date**").

4.16 **Termination; Assignment**. City may upon the date set forth in written notice to TMLIRP terminate this Agreement if:

(a) TMLIRP vacates or ceases to occupy the TMLIRP Offices or ceases the Permitted Use; provided, however, TMLIRP may in connection with the sale of the TMLIRP Offices assign this Agreement to a successor owner of the TMLIRP Offices provided TMLIRP has provided at least thirty (30) days prior written notice thereof to City and such assignee expressly assumes the obligations of TMLIRP under this Agreement in writing in a form reasonably approved by City; or

(b) The TMLIRP Offices are destroyed or damaged by a Casualty to the extent that TMLIRP and/or TML are unable to occupy the TMLIRP Offices and no building is reconstructed to replace the TMLIRP Offices and occupied on or before the tenth (10th) anniversary of the date of the occurrence of the Casualty that resulted in such damage or destruction.

[Signature Page to Follow]

City's Signature Page

SIGNED AND AGREED this ____ day of _____ 2026, to be effective on the Effective Date.

CITY OF GEORGETOWN

By: _____
David Morgan, City Manager

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____ 2026, by David Morgan, City Manager of the City of Georgetown, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission Expires: _____

TMLIRP's Signature Page

SIGNED AND AGREED this ____ day of _____ to be effective on the Effective Date.

Texas Municipal League Intergovernmental Risk Pool

By:_____
_____, _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME on this ___ day of _____, 2026, personally appeared ___, the _____ of Texas Municipal League Intergovernmental Risk Pool known to me or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed in such capacity as herein stated on behalf of said _____.

_____
Notary Public, State of Texas

My Commission Expires: _____

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Interlocal Agreement for CR 110 Forcemain Relocation

SUGGESTED ACTION:
Consideration and possible action to approve an Interlocal Agreement with Williamson County for the relocation of wastewater improvements associated with County Road 110N roadway improvements -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Williamson County is moving forward with the improvement and realignment of CR110N, near the intersection of Sam Houston/SE1 and Patriot Way. Construction is underway and anticipated to be completed in late 2026.

This agreement authorizes Williamson County to relocate an existing City of Georgetown wastewater forcemain to accommodate the roadway improvements. The forcemain is currently located in a dedicated easement wastewater easement. No customer outages will occur during the relocation as work will be staged to minimize system downtime and bypass pumping will be provided, as necessary.

Under the terms of this agreement, the relocated forcemain will ultimately be moved into the ROW and be afforded the same protections as the current easement. Per the terms of the agreement, Williamson County agrees to fund all costs of the current relocation, as well as any future relocation required by a County project.

Staff recommends approval of the proposed Interlocal Agreement.

FINANCIAL IMPACT:
All costs associated with this agreement will be funded by Williamson County.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
20260819_ILA_CR 110_CoG_withExhibits.pdf

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS, AND THE CITY OF GEORGETOWN, TEXAS, REGARDING RELOCATION OF WASTEWATER SYSTEM IMPROVEMENTS COUNTY ROAD 110N

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WASTEWATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between the City of Georgetown, Texas (the "**City**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties.**"

WHEREAS, the County is currently designing proposed construction improvements and acquiring property for the construction of the proposed improvements to County Road 110N, the location of which is shown on Exhibit "A", attached hereto (the "**County Project**"); and

WHEREAS, the County Project includes widening the right-of-way into easements where the City's wastewater system improvements are or will be located; and

WHEREAS, the Parties have determined that the County Project's encroachment into City easements necessitates the relocation of City wastewater lines and other wastewater system improvements in certain segments of the County Project (the "**Relocation Project**") and

WHEREAS, the County will be responsible for the design and construction costs of the Relocation Project; and

WHEREAS, the City will be responsible for the operation and maintenance of the Relocation Project improvements following completion of the Relocation Project; and

WHEREAS, the plans and specifications for the Relocation Project are attached hereto as Exhibit "B" (the "**Plans**"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall execute the Relocation Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL STATEMENT

1.01 General. The purpose of this Agreement is to outline the County's responsibilities for relocating and constructing City wastewater improvements necessitated by the County Project.

1.02 Prior Rights for Future Relocations. Should the County or its successors require the relocation of the City wastewater system improvements relocated by this Agreement of the type and within the limits identified in Exhibit "C" attached hereto, such relocation shall require and be subject to the City's review and written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The County or its successors shall, at its sole cost and expense, be responsible for all costs associated with any such relocation, including the acquisition of any new or additional easements or property rights necessary to accommodate the relocated improvements. Any such further relocation shall be performed in accordance with plans and specifications submitted to the City. The County shall provide written notice to the City of its intention to relocate any improvements for review and approval, which notice shall reasonably describe the improvements to be relocated, the basis for the relocation, the proposed schedule, the proposed relocation site, any acquisitions anticipated, and any other information deemed necessary by the City. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

1.03 Continuation of Service. The County agrees that the Relocation Project and the County Project shall be undertaken so as to minimize any disruption of wastewater service to existing customers of the City and will not result in the loss of wastewater service to any such customers.

II.
DESIGN AND CONSTRUCTION OF THE RELOCATION PROJECT

2.01 Design of the Relocation Project. The Plans for the Relocation Project have been reviewed and approved by the City. The County shall provide the City with final as-builts at the completion of the construction of the Relocation Project.

2.02 Apportionment of Cost. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Relocation Project. The total estimated cost for design and construction for the Relocation Project is FOUR HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 18/100 DOLLARS ($453,766.18) ("**Relocation Project Costs**"). The City's estimated share of the Relocation Project Costs is 0%, and the County's estimated share is 100%.

2.03 Maintenance of the Relocation Project. By execution of this Agreement, City agrees to own, operate, and maintain the Relocation Project improvements upon completion of the Relocation Project.

2.04 Construction Plans. The Relocation Project will be jointly bid and constructed with the County Project in accordance with the Plans.

2.05 Inspection. The City may inspect the relocation of the wastewater lines during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved Plans, and upon receipt of such written notification from the City, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction can be implemented with the agreement and approval of the City.

2.06 Insurance, Bonds, Warranties, and Construction Permits. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the Relocation Project. The County shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the City for the Relocation Project in amounts satisfactory to the City. The County shall transfer any warranties for the Relocation Project to the City upon final completion and acceptance of the Relocation Project. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals that are required to carry out construction of the Relocation Project in accordance with the Plans; provided that, at no cost to the City, the City shall promptly provide any reasonable assistance or information requested to assist with any permit submission process.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 <u>Equitable Relief</u>. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms of this Agreement including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 <u>Agreement's Remedies Not Exclusive</u>. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The

Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Relocation Project. Notwithstanding the foregoing, Section 1.02 (**Prior Rights for Future Relocations)** shall survive termination or expiration of this Agreement.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Relocation Project Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.masson@georgetowntexas.gov

COUNTY:

Williamson County
1848 Texas Trail
Georgetown, Texas 78626
Attn: County Judge
Telephone: (512) 943-1577

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

Exhibit A: Project Location
Exhibit B: Plans
Exhibit C: Prior Rights Location

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
County Judge

ATTEST:

By:_____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A

FINAL SUBMITTAL

1097

WILLIAMSON COUNTY

COUNTY ROAD 110 (NORTH)

PRECINCT NUMBER 4

Williamson County Project No. 25IFB

NET LENGTH OF ROADWAY = 5,160.00 FT (0.977 MILES)
NET LENGTH OF BRIDGE = 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 5,160.00 FT (0.977 MILES)

LIMITS: CR 110 FROM NORTH OF BELL GIN RD. INTERSECTION TO 500' SOUTH OF PATRIOT WAY AND LAWDON LN. INTERSECTION

FOR THE CONSTRUCTION OF A THREE LANE ASPHALTIC ROADWAY, DRAINAGE STRUCTURES, SIGNAGE AND PAVEMENT MARKINGS, WITH PARTIAL CURB & GUTTER AND STORM DRAIN, AND TRAFFIC CONTROL.

ROADWAY CLASSIFICATION: URBAN ARTERIAL

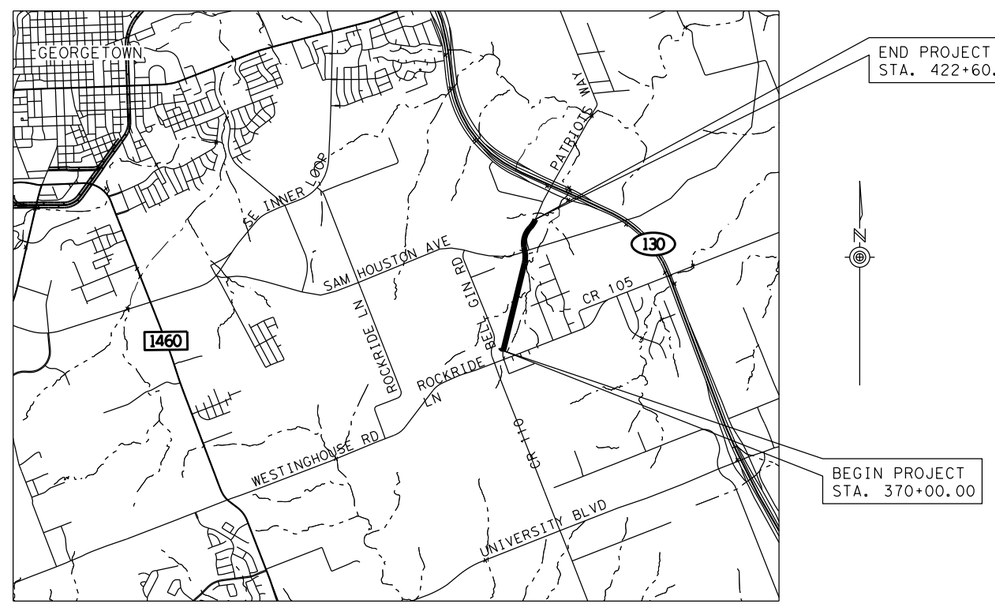
CR 110 DESIGN SPEED:
FROM BEGIN TO STA. 402+65.82: 45 MPH
FROM STA. 402+65.82 TO END: 35 MPH

BELL GIN ROAD DESIGN SPEED: 30 MPH

ADT (CURRENT)	ADT (DESIGN YEAR)
2024	2044
0	1,509

INDEX OF SHEETS

SEE SHEET 2



VICINITY MAP
N.T.S.

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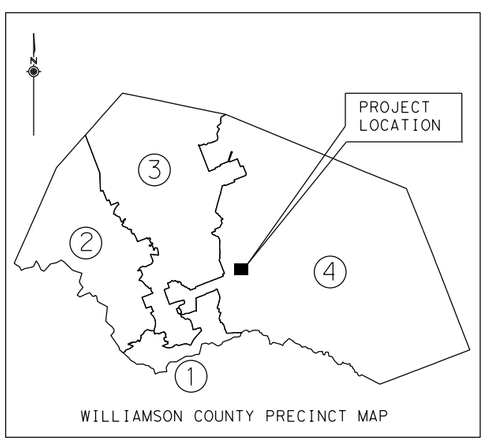
REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



WILLIAMSON COUNTY PRECINCT MAP

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON SEPTEMBER 1, 2024 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: GRANGER LAKE-SAN GABRIEL RIVER
AREA OF DISTURBANCE: 17.32 AC

PREPARED BY:
RPS

KEVIN HOFFMAN, P.E.
PROJECT ENGINEER

9/9/2025
DATE

STATE OF TEXAS
KEVIN J. HOFFMAN
103570
LICENSED
PROFESSIONAL ENGINEER

rps
Texas PE Firm Reg. #F-929
4801 Southwest Pkwy, Pkwy 1, Suite 185, Austin, Texas 78735
T +1 512 328 5771 E usinfrastructure@rpsgroup.com

APPROVED BY:
WILLIAMSON COUNTY

STEVEN SNELL
WILLIAMSON COUNTY JUDGE

DATE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

DATE

APPROVED BY:
HNTB CORPORATION

CHRISTEN ESCHBERGER, PE
ROAD BOND MANAGEMENT TEAM

DATE

EXHIBIT B

SUMMARY OF SHEET INDEX:

GENERAL
C-001 COVER
C-002 GENERAL NOTES
C-003 SUMMARY OF QUANTITIES

FORCE MAIN SHEETS
C-100 KEYMAP
C-101-C-103 FORCE MAIN "A" RELOCATION
C-104 SUGGESTED BYPASS PLAN
C-105 RESTRAINED JOINT CALCULATIONS

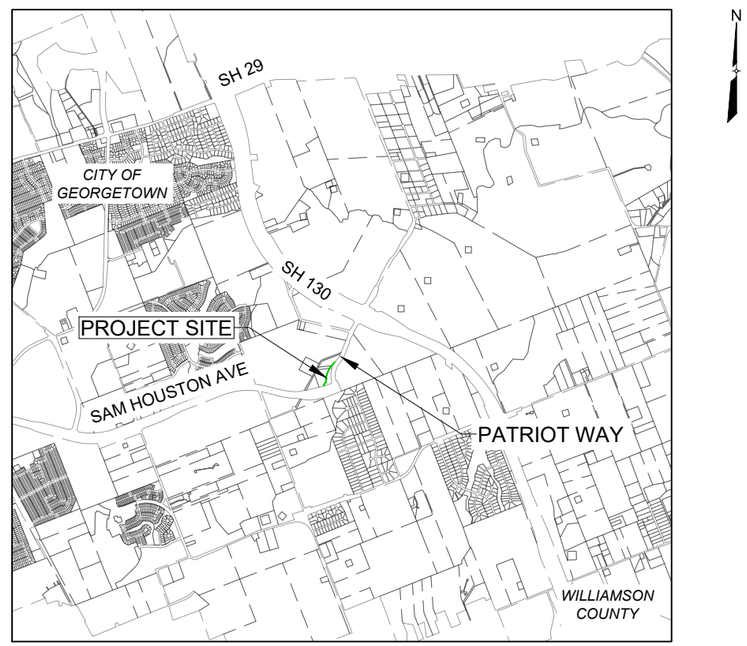
EROSION AND SEDIMENTATION CONTROLS
C-200-C-201 EROSION CONTROL SHEETS

DETAILS
C-501-C-502 STANDARD WATER AND WW DETAILS

WILLIAMSON COUNTY
CR 110 NORTH
COGT FORCE MAIN RELOCATION
100% DESIGN

TOTAL LENGTH OF PROJECT: 903 LF
PROJECT LIMITS: SAM HOUSTON AVE AT PATRIOT WAY

CONSTRUCTION OF 8" FORCE MAIN, REQUIRED APPURTENANCES, AND CONNECTIONS TO THE EXISTING 8" FORCE MAIN.



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
HUNTER ANDERSON
512-930-6527

DESIGNER:
COBB FENDLEY
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759

CONTACT:
ANTONIO TERRAZAS, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER

10/21/2025

ANTONIO TERRAZAS, P.E. DATE
COBBFENDLEY

APPROVALS:

10/27/2025

HUNTER ANDERSON DATE
CITY OF GEORGETOWN, TEXAS

Veronica Ferriz

REV. NO.	REVISION DESCRIPTION	(C)ORRECT, (A)DD, (V)OID SHEET NUMBERS	APPR'D BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-001-COVER.dwg - Tab: COVER - Plotted: 10/21/2025 1:39 PM By: ANTONIO TERRAZAS

EXHIBIT B

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GEORGETOWN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW:
4. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTOR(S), WILLIAMSON COUNTY (IF IN THE ETJ), OTHER UTILITY COMPANIES, AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (512-930-3569).
5. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
7. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.
8. BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.
9. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE AND SUBMITTING A REVISION TO THE CITY. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.
10. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES.
11. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING; AT THE CONTRACTOR'S OPTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
13. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
14. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
15. ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTIONS(S) PRIOR TO THE INSTALLATION OF DRY UTILITIES.
16. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY CITY COUNCIL:
2. SLOPES SHALL BE SODDED OR SEEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.
3. SILT FENCES, ROCK BERMS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
4. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.

UTILITY NOTES

1. THESE CONSTRUCTION PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE CONSTRUCTION PLANS FOR CONSTRUCTION OF THE PROPOSED PROJECT ARE HEREBY APPROVED SUBJECT TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
2. THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
3. THE SITE CONSTRUCTION PLANS SHALL MEET ALL REQUIREMENTS OF THE APPROVED SITE PLAN.
4. WASTEWATER MAINS AND SERVICE LINES SHALL BE SDR 26 PVC.
5. WASTEWATER MAINS SHALL BE INSTALLED WITHOUT HORIZONTAL OR VERTICAL BENDS.
6. MAXIMUM DISTANCE BETWEEN WASTEWATER MANHOLES IS 500 FEET.
7. WASTEWATER MAINS SHALL BE LOW PRESSURE AIR TESTED AND MANDREL TESTED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
8. WASTEWATER MANHOLES SHALL BE VACUUM TESTED AND COATED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
9. WASTEWATER MAINS SHALL BE CAMERA TESTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY ON DVD FORMAT PRIOR TO PAVING THE STREETS.
10. PRIVATE WATER SYSTEM FIRE LINES SHALL BE TESTED BY THE CONTRACTOR TO 200 PSI FOR 2 HOURS.
11. PRIVATE WATER SYSTEM FIRE LINES SHALL BE DUCTILE IRON PIPING FROM THE WATER MAIN TO THE BUILDING SPRINKLER SYSTEM, AND 200 PSI C900 PVC FOR ALL OTHERS.
12. PUBLIC WATER SYSTEM MAINS SHALL BE 150 PSI C900 PVC OR DI AND TESTED BY THE CONTRACTOR AT 150 PSI FOR 4 HOURS.
13. ALL BENDS AND CHANGES IN DIRECTION ON WATER MAINS SHALL BE RESTRAINED AND THRUST BLOCKED.
14. LONG FIRE HYDRANT LEADS SHALL BE RESTRAINED.
15. ALL WATER LINES ARE TO BE BACTERIA TESTED BY THE CONTRACTOR ACCORDING TO THE CITY STANDARDS AND SPECIFICATIONS.
16. WATER AND SEWER MAIN CROSSINGS SHALL MEET ALL REQUIREMENTS OF THE TCEQ AND THE CITY.
17. WHEN POSSIBLE, FOSTER ADAPTERS SHALL BE USED TO CONNECT PROPOSED GATE VALVES TO PROPOSED TEE FITTINGS.

CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL SHUT DOWNS.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

GENERAL NOTES

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-002

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-002-GNOT.dwg - Tab: GEN-NOTES - Plotted: 10/16/2025 10:20 AM By: ANTONIO TERRAZAS

EXHIBIT B

LOCATION	SP.CIP11.06-B	SP.W1.17.D	SP.W1.17.E-8"x8"	SP.W3.21.E	SP.WW1.13.C	SP.WW2.10.A-8"	SP.WW2.10.AR-8"	SP.WW2.10.A-8"	SP.WW3.05.A
	Trench Excavation Safety Protection System (All Depths)	Ductile Iron Fittings (C-153 Weight Schedule)	Wet Connections, 8"x8"	Combination Air Valve and Vault 2"	Wastewater Cleanout (Including 8" Gate Valve)	Pipe, 8" Dia. PVC C-900, all depths, Complete in Place, Including Excavation and Backfill	Pipe, 8" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	Restrain Existing PVC Pipe, 8" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	Bypass Pumping, Small Diameter Wastewater
	LF	TON	EA	EA	EA	LF	LF	EA	LS
C-101	450	0.24	1	1		410	40	1	
C-102	400	0.05			1	282	118		
C-103	53	0.08	1			50	3	1	
C-104									1
Total	**903**	**0.37**	**2**	**1**	**1**	**742**	**161**	**2**	**1**

LOCATION	160 WC01	161 WC01	162 WC103	164 WC04	166 7002	168 WC01	506 7039	506 7041
	FURNISHING AND PLACING TOPSOIL (4")	EROSION CONTROL COMPOST (3")	MULCH TOPDRESSING (5")	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	FERTILIZER	VEGETATIVE WATERING	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
	SY	SY	SY	SY	TON	MG	LF	LF
C-200	1371	343	343	1371	0.09	41.1	848	848
C-201	92	23	23	92	0.01	2.8	71	71
Total	**1463**	**366**	**366**	**1463**	**0.10**	**43.9**	**919**	**919**

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759-7405
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

SUMMARY OF QUANTITIES

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

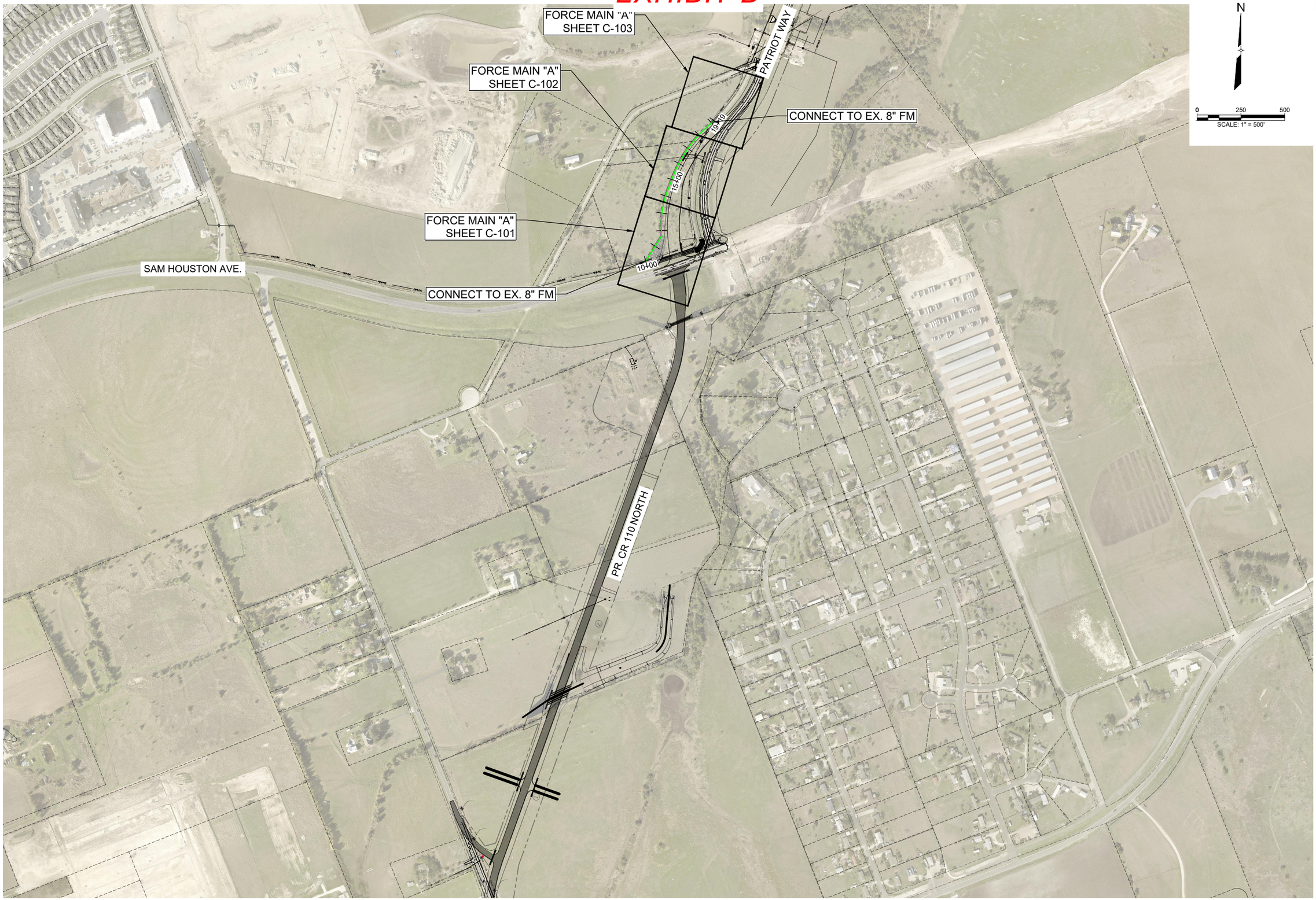
STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-003

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-002-GNOT.dwg - Tab: WL-SOQ-1 - Plotted: 10/16/2025 10:20 AM By: ANTONIO TERRAZAS

EXHIBIT B



REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley

TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

KEY MAP

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

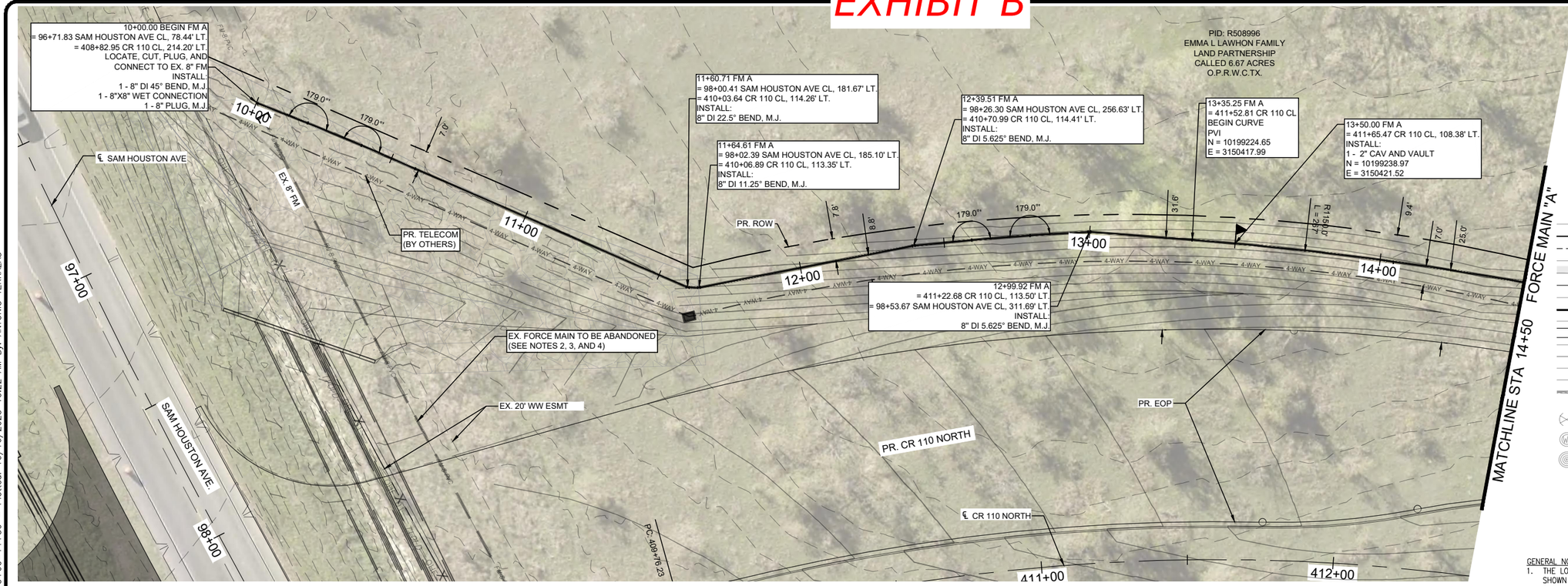
STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-100

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-100-KEYMAP.dwg – Tab: KEYMAP-01 – Plotted: 10/16/2025 10:21 AM By: ANTONIO TERRAZAS

EXHIBIT B



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- EX. WATER
- PR. 8" WW FORCE MAIN
- EX. 8" WW FORCE MAIN
- PR. STORM DRAIN
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- PR. U.G. TELECOM
- EX. U.G. TELECOM
- EX. FENCE
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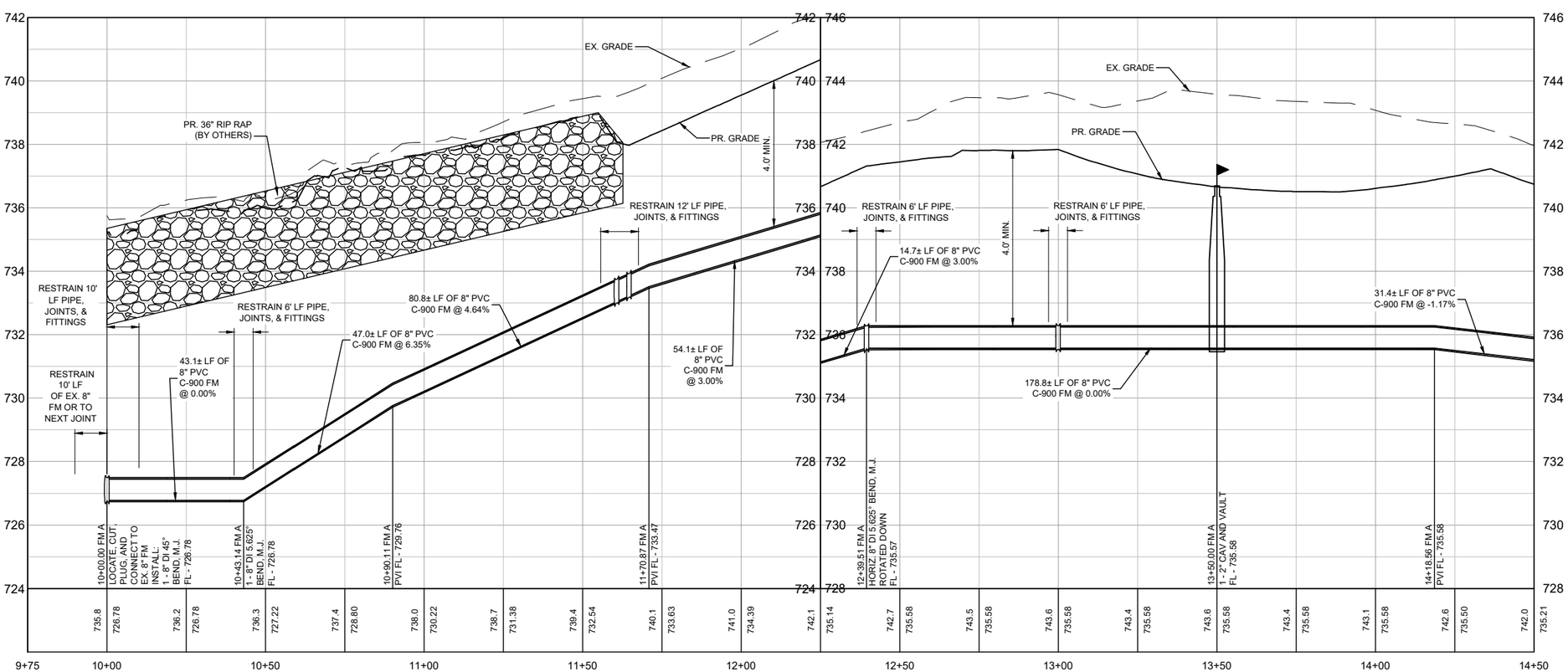
- PR. VALVE
- EX. WASTEWATER MANHOLE
- PR. WASTEWATER MANHOLE
- EX. POWER POLE
- PR. TELECOM HANDHOLE
- PROPOSED ROAD PAVEMENT



FM A 9+75 TO 14+50

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL SHUTDOWNS.
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10. PVC HAS A MAXIMUM ALLOWABLE DEFLECTION OF 1° AT JOINTS MEANING THE MINIMUM ALLOWABLE RADIUS IS 1145.98' WITH 20' PIPE LAY LENGTHS.

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10094701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759-7253
512.834.9789 | FAX 512.834.7727
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FORCE MAIN "A" P&P -
10+00 TO 14+50
CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

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153306
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SHEET
C-101

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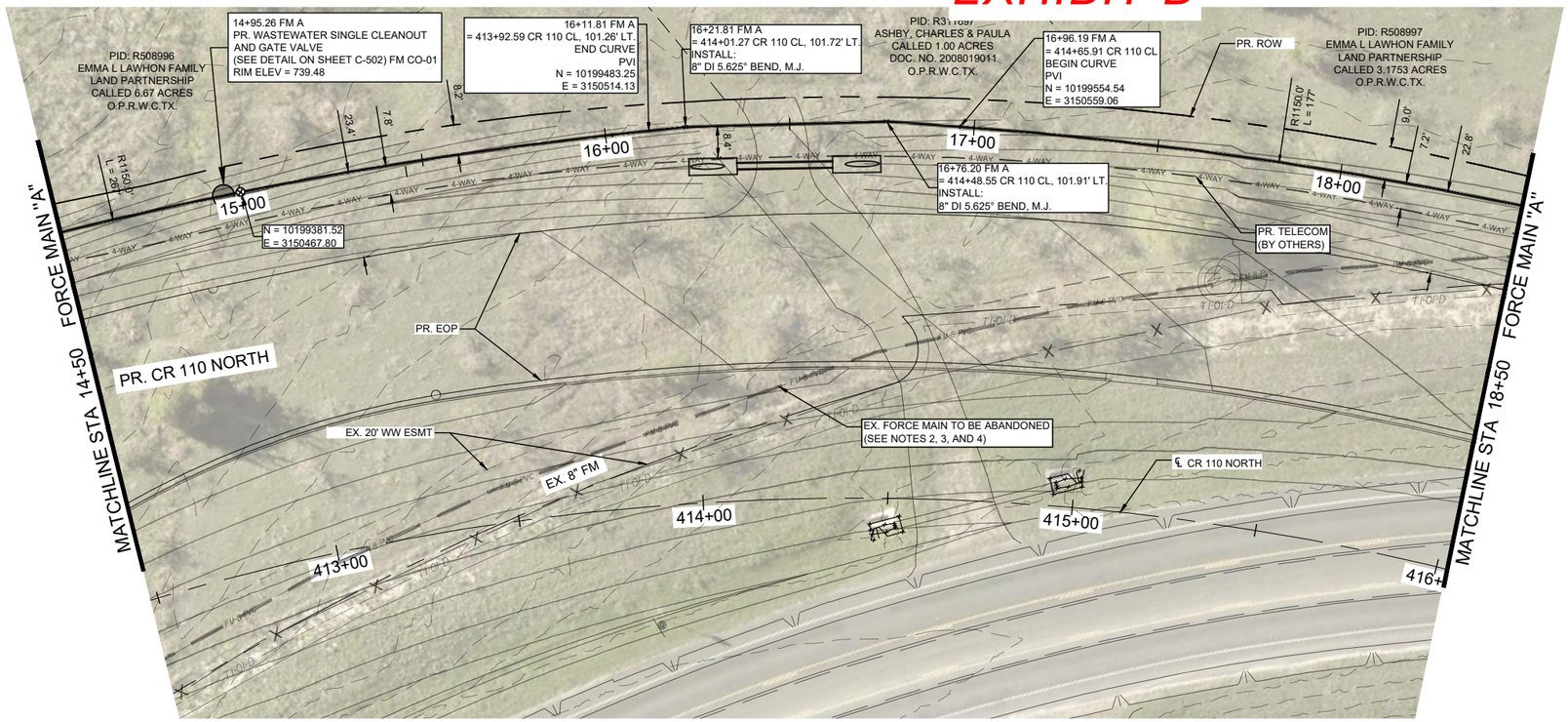
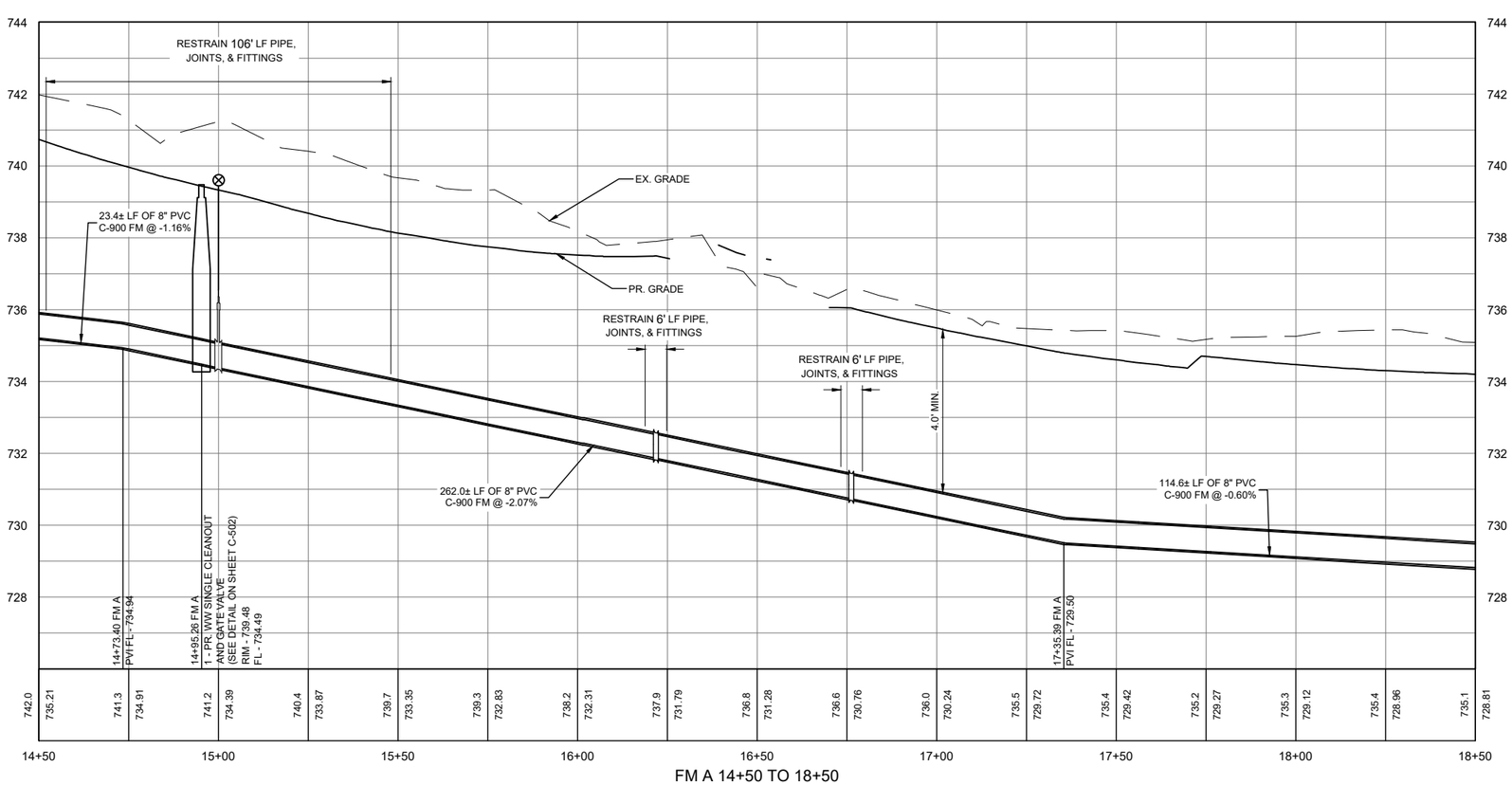
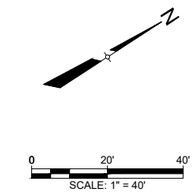
EXHIBIT B







LEGEND

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- PR. WASTEWATER MANHOLE
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- PROPOSED ROAD PAVEMENT

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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10094701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

FORCE MAIN "A" P&P -
14+50 TO 18+50
CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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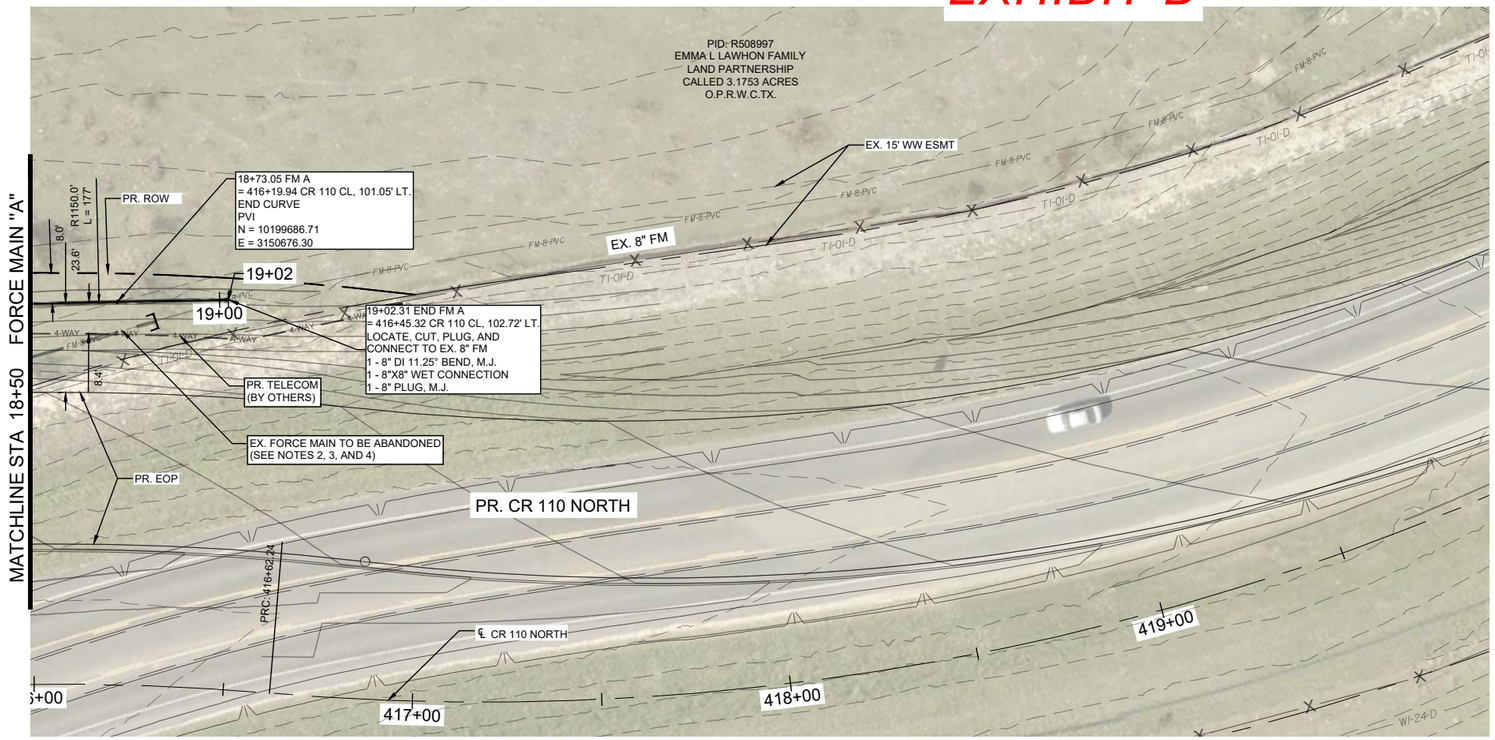
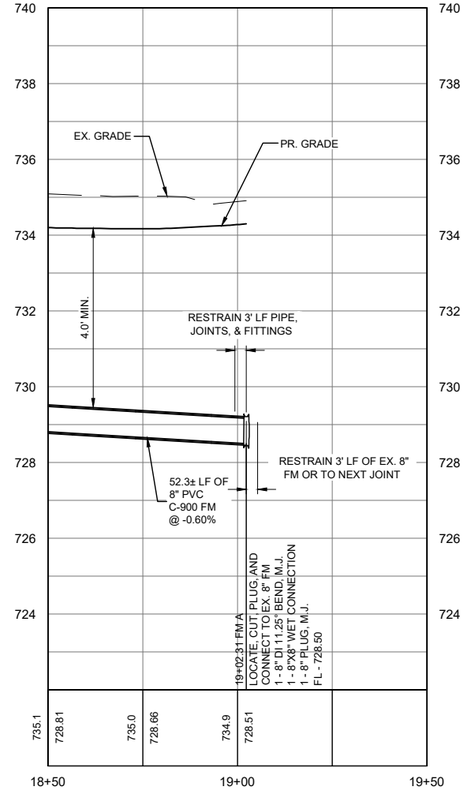
SHEET
C-102

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-101-WWTR-A.dwg – Tab: 14+50-18+50 – Plotted: 10/16/2025 10:22 AM By: ANTONIO TERRAZAS

EXHIBIT B





FM A 18+50 TO 19+50

0 20' 40'
SCALE: 1" = 40'

LEGEND

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FORCE MAIN "A" P&P - 18+50 TO END

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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SHEET
C-103

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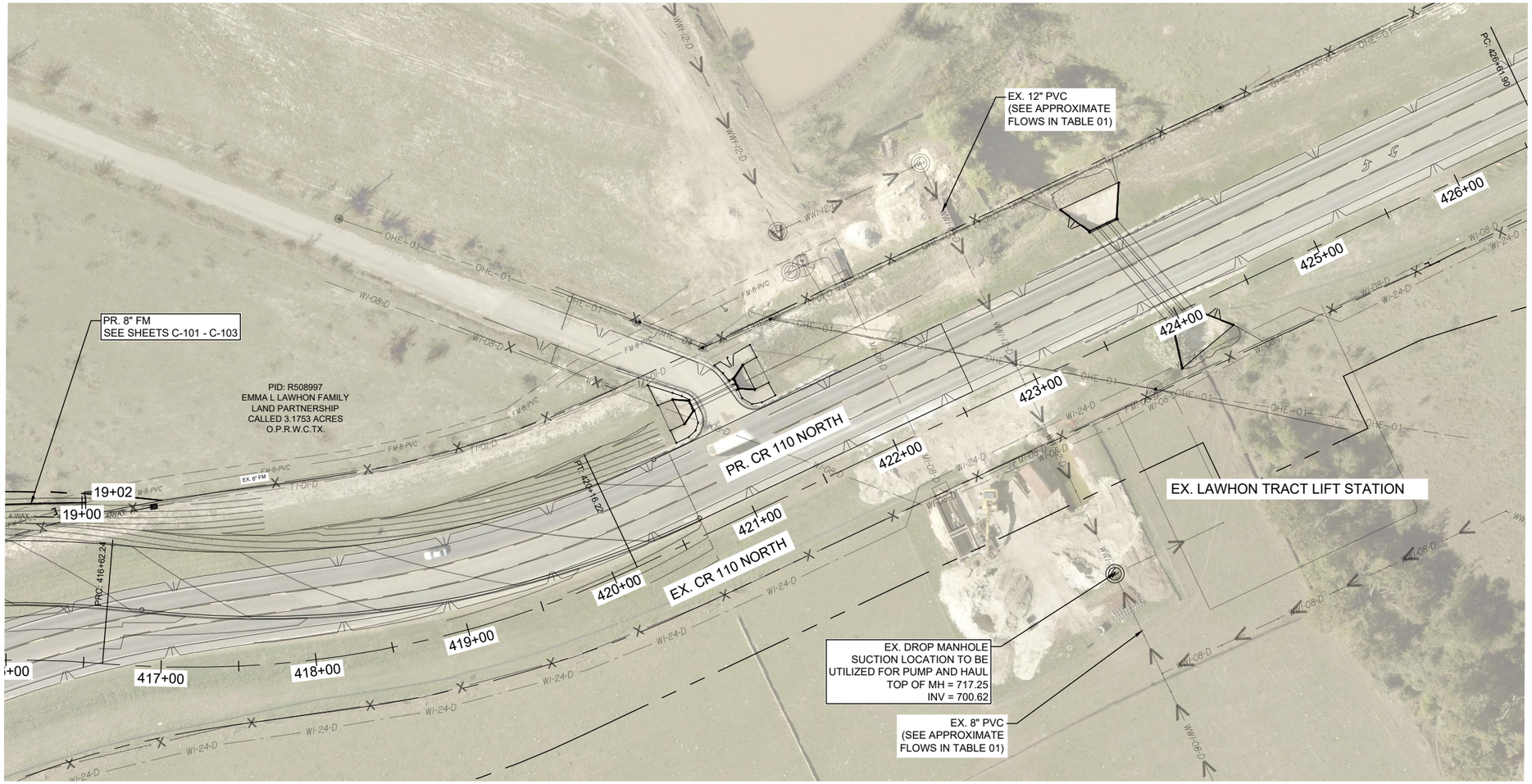
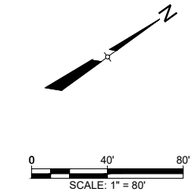
EXHIBIT B





LEGEND

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- PR. WASTEWATER MANHOLE
- EX. POWER POLE
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- PROPOSED ROAD PAVEMENT

BYPASS NOTES:

1. THIS BYPASS LAYOUT PLAN IS SUGGESTIVE. IT IS PROVIDED ONLY AS REFERENCE TO THE CONTRACTOR TO AID IN BIDDING AND PROJECT PLANNING. IT IS NOT A PLAN SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER TO BE USED FOR CONSTRUCTION. THE BYPASS PLAN DOES NOT RELIEVE THE CONTRACTOR OF HIS DUTY TO SUBMIT A BYPASS PUMPING PLAN FOR APPROVAL PER SPECIFICATIONS. CONTRACTOR SHALL PROVIDE LAYOUT PLAN WITH DETAILS PRIOR TO SET UP FOR REVIEW AND APPROVAL.
2. ALL BYPASS PUMPS, PIPE, STAGING AREAS, ETC. SHALL BE PLACED WITHIN EXISTING RIGHT-OF-WAY OR EASEMENTS, UNLESS SPECIFICALLY DESIGNATED ON THE PLANS. IF PRIVATE PROPERTY USE IS NECESSARY, CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER AND CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL DISTURBED AREAS TO THE PROPERTY OWNERS APPROVAL.
3. THE CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO ALL ROADWAYS AND PROPERTIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES TO THEIR ORIGINAL OR BETTER CONDITION AS THE RESULT OF THE PROJECTS BYPASS INSTALLATION AND USE. THE COST OF THIS SHALL BE INCLUDED IN THE COST OF BYPASS SYSTEM.

TABLE 01

PIPE SIZE	SLOPE	PIPE CAPACITY (MGD)	CFS
12" PVC (D3034)	1.47%	3.85	5.96
8" PVC (D3034)	0.05%	1.34	2.07
ASSUMES PIPE RUNS FULL			

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AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
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SUGGESTED BYPASS PLAN

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: A. TERRAZAS
DRAWN: A. TERRAZAS
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SHEET
C-104

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EXHIBIT B

Pipe Size (in)	Fitting	Angle (degrees)	Test Pressure (psi)	Required Joint Restraint (ft)	Cover (ft)	Notes
FORCE MAIN RESTRAINED JOINTS CALCULATIONS						
8	DEAD END	-	200	53	6	1, 2, 3, 5
8	VERT. BEND	5.625	200	3	6	1, 2, 4, 5
8	HORZ. BEND	5.625	200	3	5	1, 2, 4, 5
8	HORZ. BEND	5.625	200	3	6	1, 2, 4, 5
8	HORZ. BEND	11.25	200	3	6	1, 2, 4, 5
8	HORZ. BEND	22.5	200	5	6	1, 2, 4, 5
8	HORZ. BEND	45	200	10	6	1, 2, 4, 5

Notes:

1 All restrained joints must be greater than or equal to the distances given above. If the required restrained joint length occurs to the middle of a pipe segment, then the contractor shall restrain the next joint beyond the required restraint at no

2 If two fittings are close enough that adjacent calculated restrained lengths overlap, then restrain all pipe between the two fittings and assume half of the restrained pipe length beween the two fittings acts to resist the thrust force of

3 This is measured from the location of the dead end or gate valve. For dead ends/stubs, restrain from the end of the line; for gate valves, restrain the length

4 This length is required on each side of the horizontal and vertical bends.

5 These calculations were performed using the EBAA restraint calculator.

Settings:		
	Pipe Material	PVC
	Laying Condition	Type 4
	Soil Designation	CH, Gran. Fill
	Min. Depth of Bury (ft)	5
	Max. Depth of Bury (ft)	6
	Avg. Depth of Bury (ft)	5.9
	Design Pressure (psi)	200
	Safety Factor	1.5

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RESTRAINED JOINT CALCULATIONS

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

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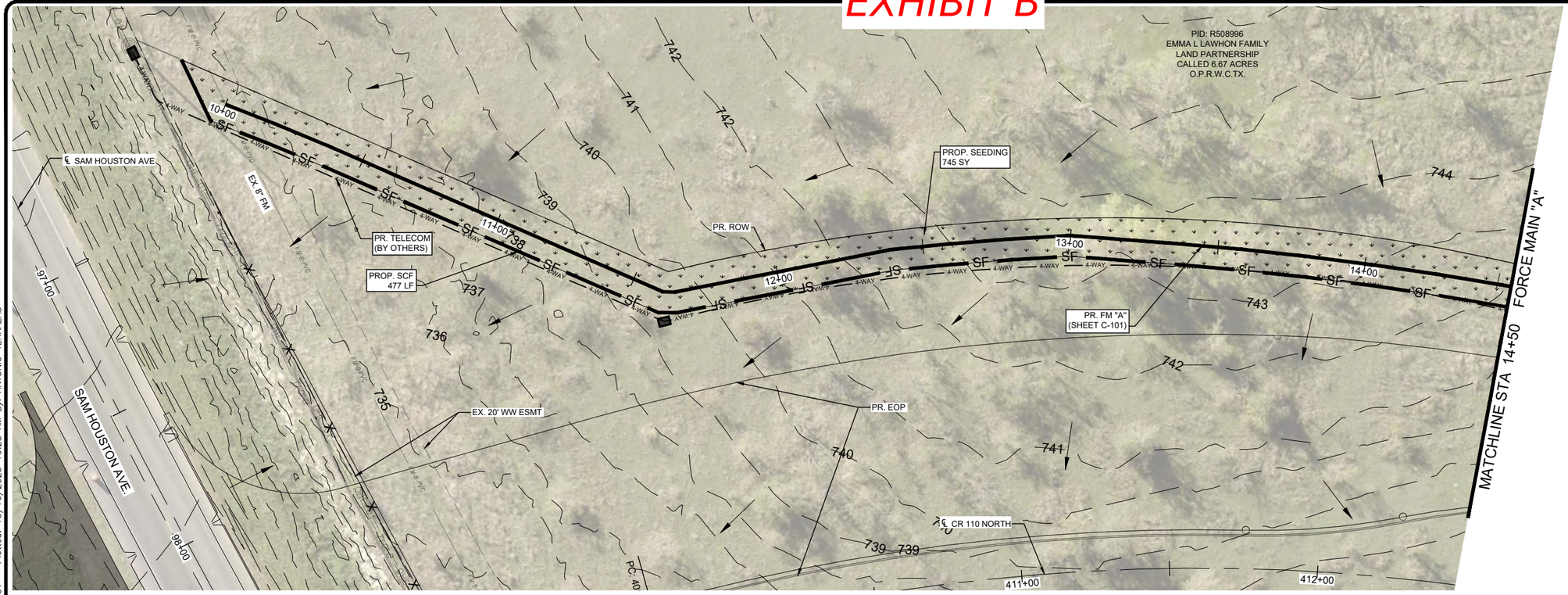
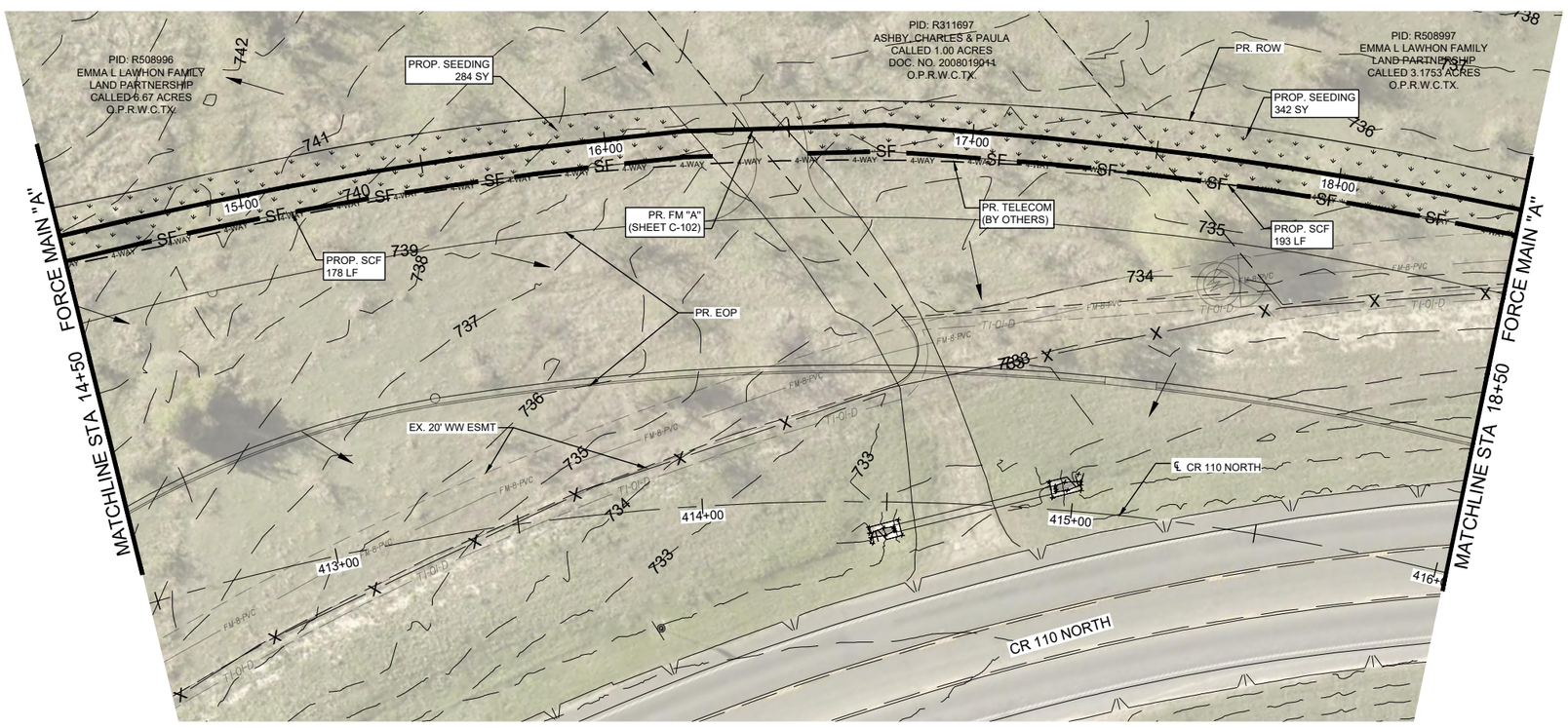
Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-201_RJ-CALCS.dwg – Tab: RJ_CALCS – Plotted: 10/16/2025 10:24 AM By: ANTONIO TERRAZAS

EXHIBIT B





0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- EX. EDGE OF PAVEMENT
- UTILITY EASEMENT
- PR. FORCE MAIN
- SF — SF — SILT FENCE
- SEEDING AREA
- FLOW ARROW

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10194701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

EROSION CONTROL - SHEET 1

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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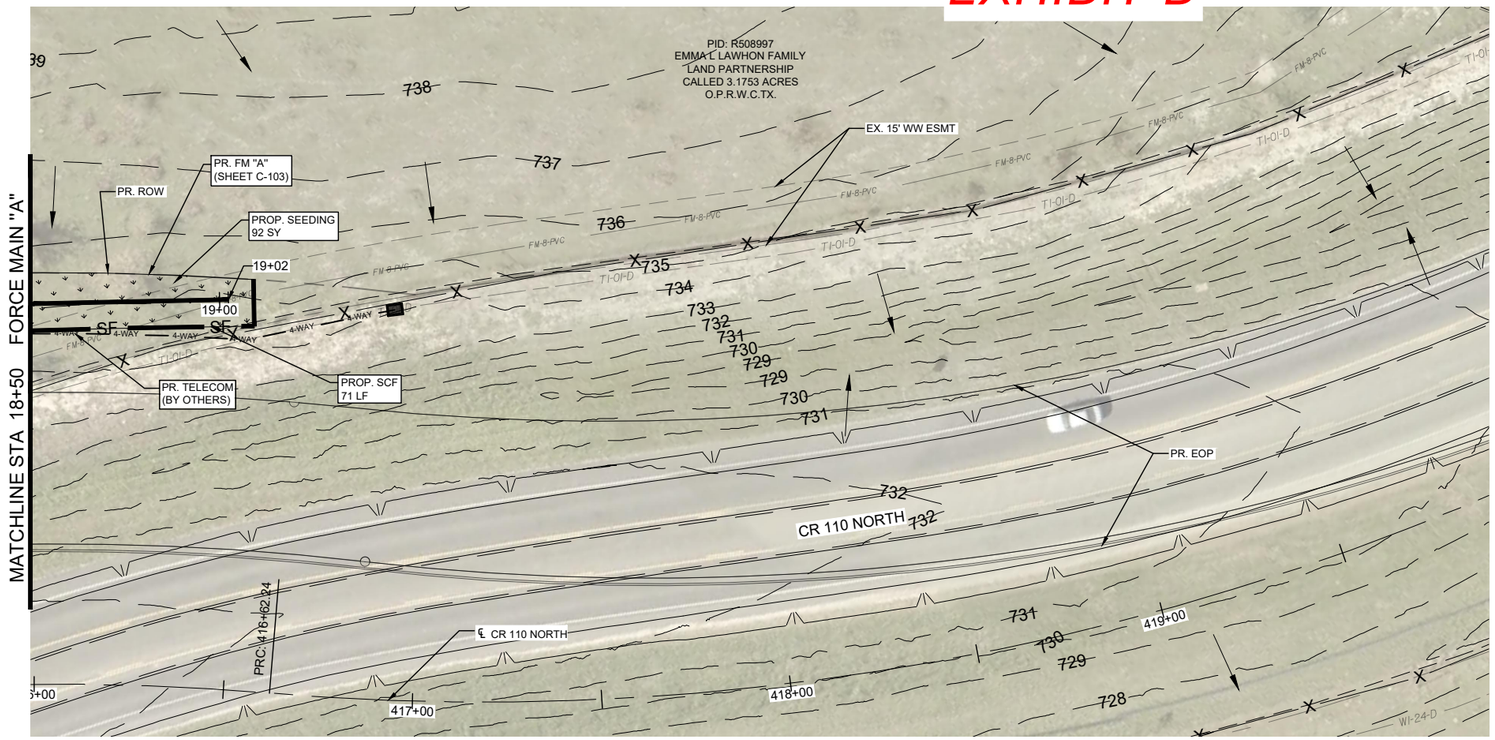
SHEET
C-200

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-300-ESC.dwg – Tab: ESC-01 – Plotted: 10/16/2025 10:25 AM By: ANTONIO TERRAZAS

EXHIBIT B



N

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- EX. EDGE OF PAVEMENT
- UTILITY EASEMENT
- PR. FORCE MAIN
- SF SF SILT FENCE
- SEEDING AREA
- FLOW ARROW

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

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EROSION CONTROL - SHEET 2

CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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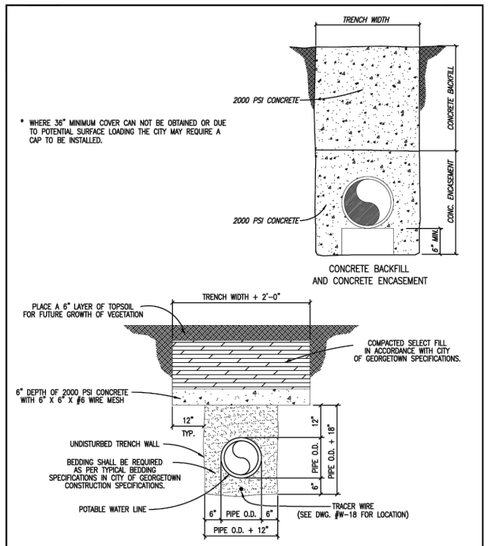
SHEET
C-201

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-300-ESC.dwg – Tab: ESC-02 – Plotted: 10/16/2025 10:25 AM By: ANTONIO TERRAZAS

EXHIBIT B



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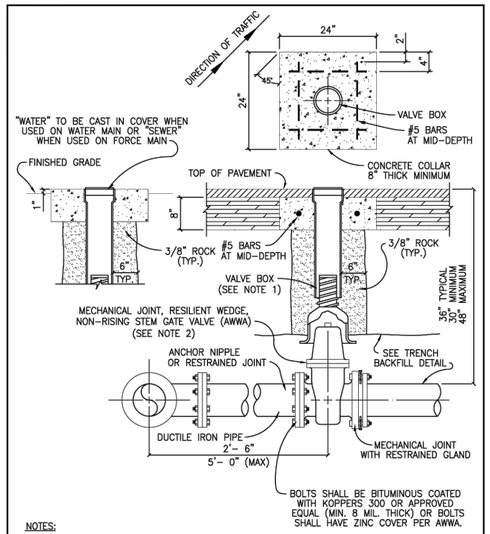
ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
CONCRETE TRENCH CAP DETAIL

W02A | NTS | 1/2003 | MRS | TRB



NOTES:

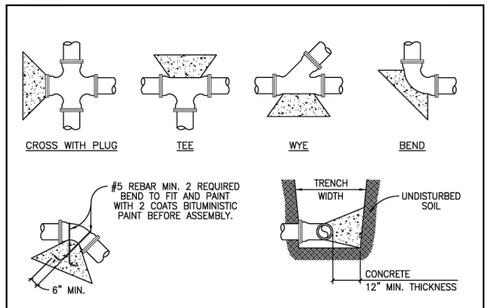
1. VALVE BOX SHALL BE 5 1/4" CAST IRON ADJUSTABLE HAVING AN ADJUSTABLE RANGE OF + OR – 6 INCHES FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL – SERIES 2500
   B. MUELLER – 2360 SERIES
   C. CLOW

The Architect/Engineer assumes responsibility for appropriate use of this standard.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL VALVE SETTING

W07 | NTS | 1/2003 | MRS | TRB



ALL THRUST BLOCKS SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS FOUR INCHES (4") AND GREATER. CONCRETE SHALL HAVE 2,500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33⅓ SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

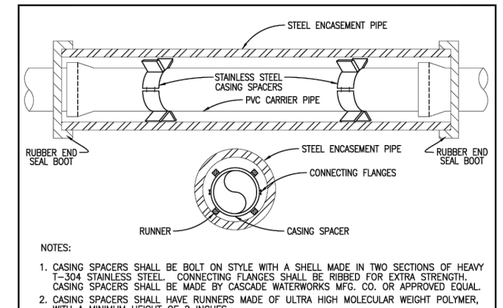
* THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAIN

W11 | NTS | 1/2003 | MRS | TRB



NOTES:

1. CASING SPACERS SHALL BE BOLT ON STYLE WITH A SHELL MADE IN TWO SECTIONS OF HEAVY T-304 STAINLESS STEEL. CONNECTING FLANGES SHALL BE RIBBED FOR EXTRA STRENGTH. CASING SPACERS SHALL BE MADE BY CASCADE WATERWORKS MFG. CO. OR APPROVED EQUAL.
2. CASING SPACERS SHALL HAVE RUNNERS MADE OF ULTRA HIGH MOLECULAR WEIGHT POLYMER, WITH A MINIMUM HEIGHT OF 2 INCHES.
3. DO NOT USE WEDGES BETWEEN TOP OF PVC CARRIER PIPE AND INSIDE OF CASING TO KEEP PVC FROM MOVING.
4. PRIOR TO INSERTING PVC CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS WILL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH OPENINGS OF THE ENCASEMENT PIPE AND SPACED NO GREATER THAN 6 FEET THROUGHOUT THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL 35,000 PSI YIELD STRENGTH WITH THICKNESS ACCORDING TO THE FOLLOWING TABLE:
7. WHEN CASING IS REQUIRED UNDER PAVEMENT WITHIN THE R.O.W., THE CASING SHALL EXTEND OUT TO WITHIN 4' INSIDE OF THE R.O.W. LINE, ON BOTH SIDES.
8. ALL JOINTS SHALL BE RESTRAINED ON PVC CARRIER PIPE.

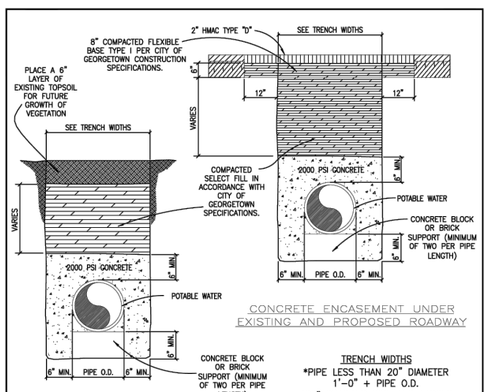
PIPE SIZE–CARRIER (DIAMETER)	PIPE SIZE–CASING (DIAMETER)(MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"		
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" – 14"	24"	3/8	0.3750
16" – 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

The Architect/Engineer assumes responsibility for appropriate use of this standard.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
INSTALLATION OF P.V.C. PIPE THROUGH CASING

W14 | NTS | 1/2003 | MRS | TRB



NOTES:

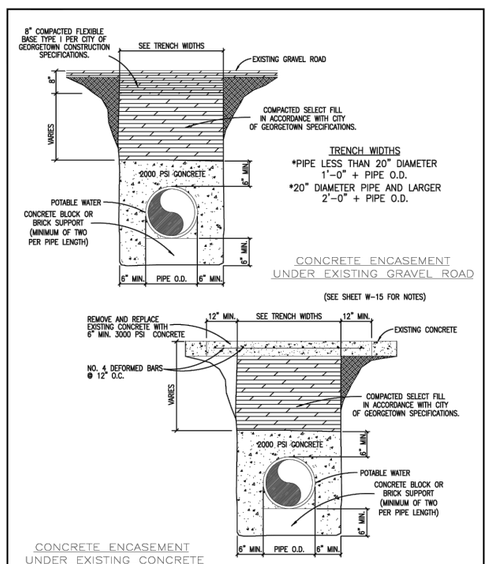
1. ENCASEMENT TO BE CONSTRUCTED WHERE SEWER LINES PASS OVER OR UNDER A WATER MAIN WITH LESS THAN TWELVE INCHES (12") CLEAR DISTANCE.
2. AT CROSSINGS, ENCASEMENT SHALL EXTEND TEN FEET (10'-0") ON EITHER SIDE OF CROSSING.
3. BEGINNING AND ENDING OF ENCASEMENTS SHALL NOT BE MORE THAN SIX INCHES (6") FROM A PIPE JOINT.
4. WHERE WATER AND SEWER LINES PARALLEL WITH LESS THAN TEN FEET (10'-0") HORIZONTAL CLEAR DISTANCE, NO ENCASEMENT IS REQUIRED IF BOTH LINES ARE 150 PSI PRESSURE PIPE.
5. RAW WATER MAINS SHALL BE 150 PSI PRESSURE RATED WHEN PARALLELING POTABLE WATER MAINS WITH LESS THAN NINE FEET (9'-0") HORIZONTAL CLEARANCE.
6. WHERE MINIMUM COVER, THIRTY SIX INCHES (36") IS NOT AVAILABLE, ENCASEMENT WILL BE REQUIRED.
7. ALL CONCRETE ENCASEMENTS MUST BE FORMED AND INSPECTED BY THE CITY OF GEORGETOWN INSPECTOR PRIOR TO PLACING CONCRETE AND BACKFILLING.
8. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL (SEE C9 FLOWABLE BACKFILL FOR THE SPECIFICATION).

The Architect/Engineer assumes responsibility for appropriate use of this standard.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
CONCRETE ENCASEMENT DETAIL

W15 | NTS | 1/2003 | MRS | TRB



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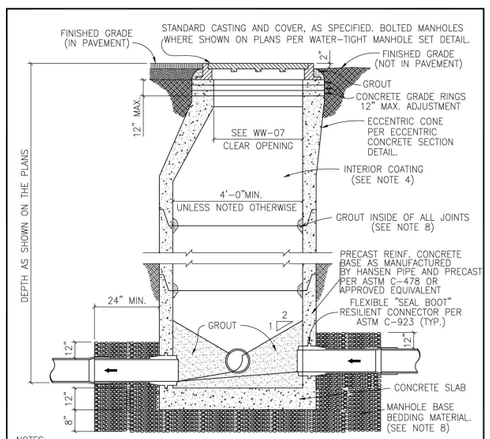
ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
CONCRETE ENCASEMENT DETAIL

W16 | NTS | 1/2003 | MRS | TRB



NOTES:

1. MANHOLES SHALL BE PRECAST ASTM C-478 BELL AND SPIGOT WITH PROFILE GASKET – SINGLE OFF-SET JOINTS.
2. SEE PLANS AND MANHOLE SCHEDULE, FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZE AND TYPES.
3. SEE SPECIFICATIONS ON MATERIALS AND CONSTRUCTION.
4. AN 80 MIL COAT OF RAVEN LINING SYSTEMS, RAVEN 405 ULTRA HIGH BUILD EPOXY COATING, OR SPRAY WALL EPOXY COATING, OR APPROVED EQUAL, TO BE APPLIED TO ENTIRE INTERIOR OF EACH WASTEWATER MANHOLE AND UNDERSIDE OF FLAT TOPS.
5. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETTED WHEN MANHOLES ARE LOCATED OUT FROM PAVEMENT.
6. MANHOLES TO BE VENTED ARE IDENTIFIED ON MANHOLE SCHEDULE. REFERENCE MANHOLE VENT DETAIL.
7. MANHOLES ARE TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALLY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR HS-20 TRAFFIC LOADS.
8. GROUT SHALL MEET THE REQUIREMENTS AS STATED BY THE COATING MANUFACTURER.
9. MANHOLE BASE BEDDING MATERIAL SPECS. FOR 3/4" WASHED GRAVEL:
   SIEVE SIZE 2", PERCENT (%) RETAINED 0
   SIEVE SIZE 1 1/2", % RETAINED 0–10
   SIEVE SIZE 1", % RETAINED 45–80
   SIEVE SIZE 3/4", % RETAINED 85–100
   SIEVE SIZE 3/8", % RETAINED 95–100

The Architect/Engineer assumes responsibility for appropriate use of this standard.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD MANHOLE – SECTION

WW03 | NTS | 1/2003 | MRS | TRB

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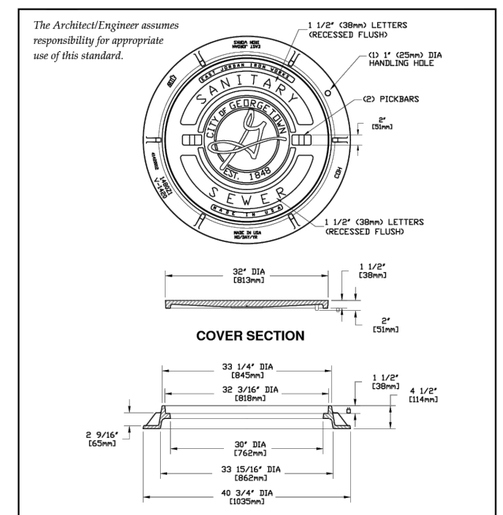

NOTES:

1. STANDARD WASTEWATER MANHOLE SET TO BE EAST JORDAN IRON WORKS, INC. CATALOG NO. 1480A V–1420/1480Z1, COVER TO BE STAMPED WITH "SANITARY SEWER".
2. STANDARD WASTEWATER MANHOLE SET TO BE HEAVY DUTY LOAD RATED.
3. FOR MORE DETAILED SPECIFICATIONS REFER TO EAST JORDAN IRON WORKS, INC. REFERENCE PRODUCT DRAWING 41420012 00148390.
4. FOR BOLTED WASTEWATER MANHOLE SET REFER TO DETAIL WW07A.

ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD WASTEWATER MANHOLE SET

WW07 | NTS | 1/2003 | MRS | TRB

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

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STANDARD WATER AND WW DETAILS - SHEET 1
CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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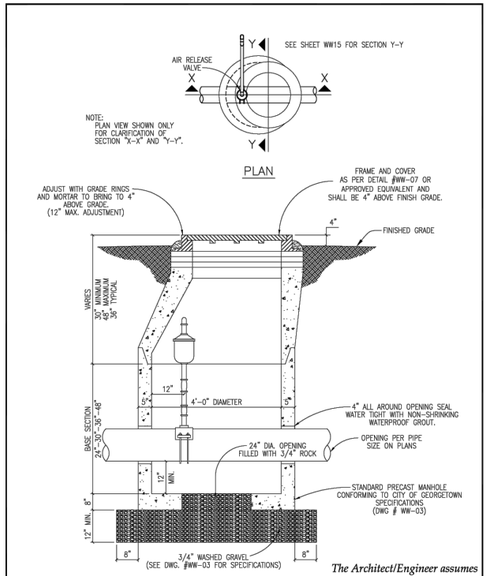
SHEET
C-501

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-500-DETL-CoGT.dwg – Tab: C-500 STANDARD WATER DETAILS – SHEET 1 – Plotted: 10/16/2025 10:27 AM By: ANTONIO TERRAZAS

EXHIBIT B

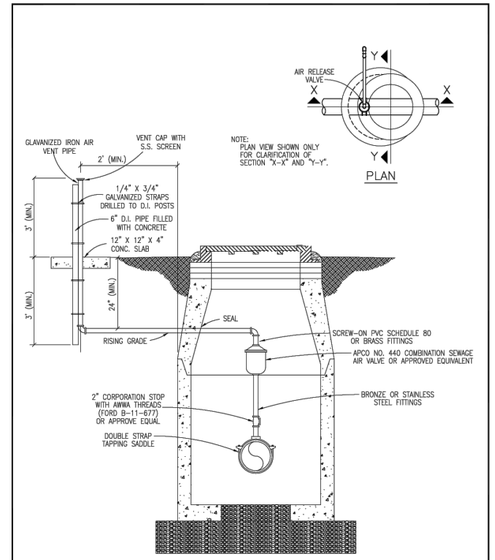


The Architect/Engineer assumes responsibility for appropriate use of this standard.

REVISION NOTE: ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR FORCE MAIN

DRAWING NAME: WW14 | SCALE: NTS | DATE: 1/2003 | DRAWN BY: MRS | APPROVED BY: TRB



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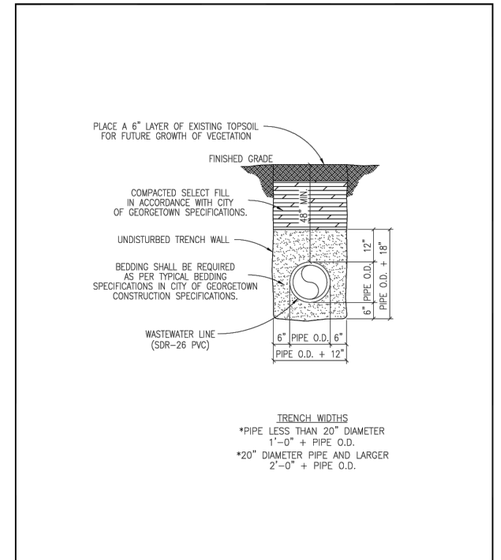
REVISION NOTE: ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR FORCE MAIN

DRAWING NAME: WW15 | SCALE: NTS | DATE: 1/2003 | DRAWN BY: MRS | APPROVED BY: TRB



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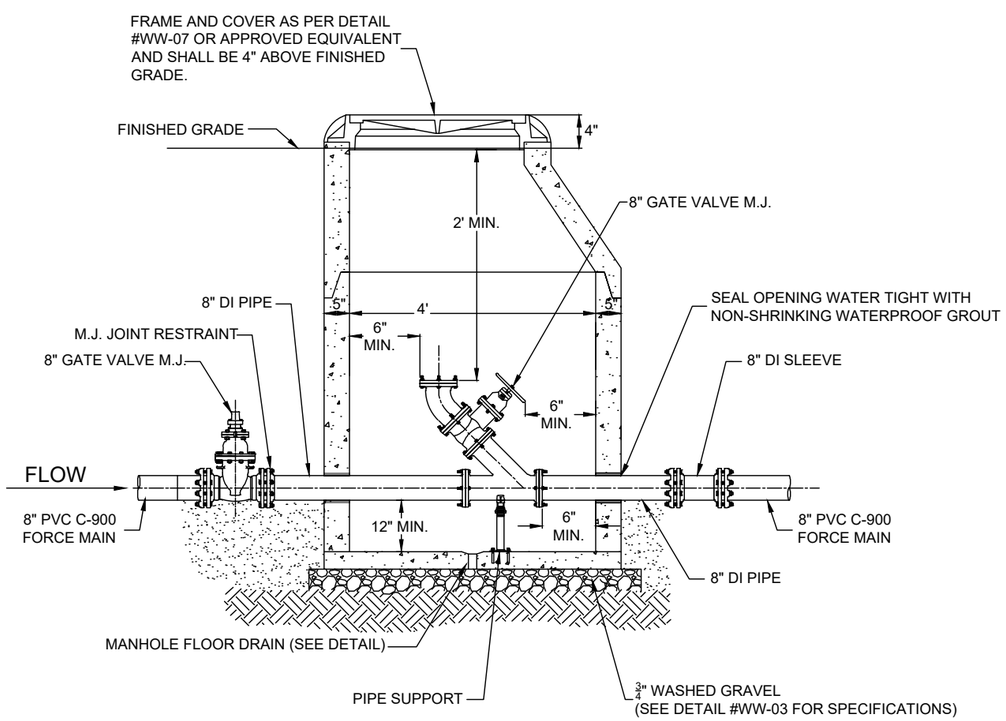
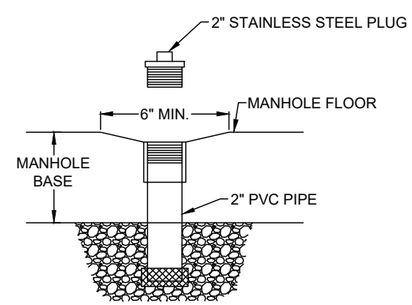
REVISION NOTE: ADOPTED 6/21/2006

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TRENCH AND EMBEDMENT DETAIL UNDER NON-PAVED AREAS

DRAWING NAME: WW16 | SCALE: NTS | DATE: 1/2003 | DRAWN BY: MRS | APPROVED BY: TRB



FORCE MAIN SINGLE (ONE WAY) CLEANOUT



MANHOLE FLOOR DRAIN

NOTES:

1. THE M.J. GATE VALVE GOES ON THE UPSTREAM SIDE OF THE CLEANOUT.
2. INSTALL THE M.J. GATE VALVE PER DETAIL #W-07.
3. INSTALL CLEANOUT IN STANDARD PRECAST MANHOLE CONFORMING TO CITY OF GEORGETOWN SPECIFICATIONS AND DETAIL #WW-03.
4. ALL PIPES AND FITTINGS IN CLEANOUT ARE DUCTILE IRON AND SHALL CONFORM TO CITY OF GEORGETOWN SPECIFICATIONS W1.05.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

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STANDARD WATER AND WW DETAILS - SHEET 2
CR 110 N. - FORCE MAIN RELOCATION
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-099-25 27
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: L. PRINCE
APPR: A. TERRAZAS
DATE: 10/16/2025

STATE OF TEXAS
ANTONIO TERRAZAS
153306
LICENSED
PROFESSIONAL ENGINEER
10/16/2025

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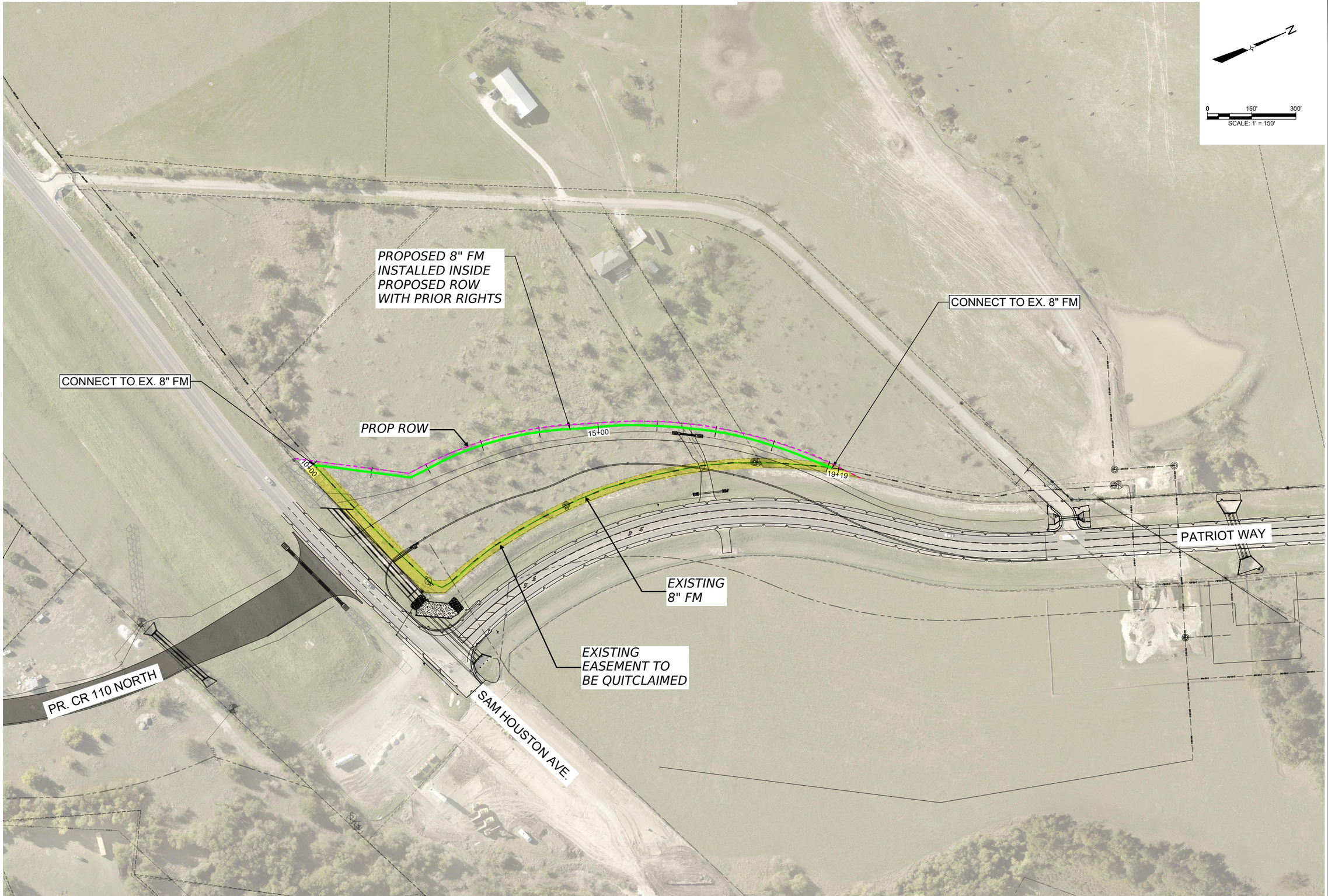
SHEET
C-502

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\54_CR110North\01\DESIGN\C-500-DETL-CoGT.dwg – Tab: C-501 STANDARD WATER DETAILS – SHEET 2 – Plotted: 10/16/2025 10:27 AM By: ANTONIO TERRAZAS

EXHIBIT C



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CR 110 N. - FORCE MAIN RELOCATION
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WILCO TEXAS

C-100

1111

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City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
HydroPro Contract Renewal 22-0098-GC-R4

SUGGESTED ACTION:
Consideration and possible action to approve the fourth renewal of contract # 22- 0098-GC-R4 with HydroPro Solutions, LLC of Cedar Park, TX, for the supply of Master Meter water meters, registers and related items for the City of Georgetown's Advanced Metering Infrastructure System, for an amount not-to-exceed $2,500,000.00 -- Chase Kluge, Water Services Manager

ITEM SUMMARY:
This fourth and final renewal with HydroPro Solutions is for the purchase of Master Meter products such as the Omni and Octave large meters which are used widely throughout the water system for new construction and are needed for maintenance.

FINANCIAL IMPACT:
Funds are available in Fund: 660, Cost Center: CC0524, Spend Category: Water Meters

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
22-0098-GC-R4 HPS, LLC Hydropro [Mayor Signature].pdf

Fourth Renewal
to the Contract between
the City of Georgetown and
HydroPro Solutions, LLC

This Fourth Renewal Agreement (the "Fourth Renewal") is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **HYDROPRO SOLUTIONS, LLC,** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on October 11, 2022, for supply of Master Meter water meters, registers, and related items for the City's advanced metering infrastructure system (the "Services"), Contract No. 22-0098-GC, (the "Original Agreement"); and

WHEREAS, the Original Agreement provided an initial term of twelve (12) months in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS and NO CENTS ($2,500,000.00) per year and provided for four (4) additional one- (1-) year renewal terms; and

WHEREAS, on November 14, 2023, the Parties renewed the Original Agreement for the first renewal term in accordance with the terms of the Original Agreement and increased the not-to-exceed amount by $500,000.00 for a total of $3,000,000.00 for the first renewal term; and

WHEREAS, on October 22, 2024, the Parties renewed the Original Agreement for a second renewal term in accordance with the terms of the Original Agreement; and

WHEREAS, on November 25,2025, the Parties renewed the Original Agreement for a third renewal term in accordance with the terms of the Original Agreement; and

WHEREAS, on July 14, 2026, the Parties amended Exhibit 1 of the Original Agreement to update the item descriptions and supplier item numbers; and

WHEREAS, the Parties desire to renew the Original Agreement, as amended, for a fourth renewal term in accordance with the terms of the Original Agreement, as amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement, as amended, for a fourth renewal term to begin immediately upon the expiration of the original term and end on October 10, 2027.
2. During the fourth renewal term, the total not-to-exceed amount shall be **TWO MILLION AND FIVE-HUNDRED THOUSAND DOLLARS and NO CENTS ($2,500,000.00).**

3. During the fourth renewal term, the cost for products shall adhere to the prices listed in Exhibit 1 to this Fourth Renewal (Exhibit 1 2026-2027 Meter Pricing).
4. All other terms of the Original Agreement, as amended, not inconsistent with this Fourth Renewal shall apply. Except as expressly modified by this Fourth Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[Signature Page to Follow]

HYDROPRO SOLUTIONS, LLC

By: Greg Broyles

Printed Name: Greg Broyles

Title: President

Date: August 20, 2026

CITY OF GEORGETOWN

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

Exhibit 1 2026-2027 Meter Pricing_Updated August 2026

HydroPro Products

Item Description	COG Item #	Qty	Supplier Item #	Workday Item Name	Price
Master Meter Accutinx 2" Register	345423	1	199-114-31	2" Register MS	$ 258.41
Master Meter Accutinx 1.5" Register	345422	1	199-114-28	1 1/2" register MS	$ 258.41
Master Meter 2" Accutinx Meter	345412	1	M23-A00-A05-0104A-1	2" Water Meter	$ 979.48
Master Meter 1.5" Accutinx Meter	345416	1	M21-A00-A05-0104A-1	1 1/2" Water Meter	$ 738.30
Octave Encoder Module w/Sensus 25' Read Pad (3 wire)		1	965-110-77	Octave Encoder 25' TRPL	$ 215.34
Octave Encoder Module w/Sensus 6' Read Pad (3 wire)		1	965-110-79	Octave Encoder 6' TRPL	$ 184.58
Octave Encoder Module w/ 25' Nicor Cable		1	965-110-54	Octave Encoder 25' Nicor	$ 206.72
2x10" Stainless Steel Octave (2" SS OCT W/ NO MOD 10")		1	O301-M1-D09	2x10" Octave	$ 1,711.08
2x17" Poty Octave, No module (9 digits, encoder 10 & 8)		1	O318-F1-D09	2" Poty Octave Meter	$ 965.94
3" Stainless Steel Octave Meter Float - FLG (9 digits, encoder 10 & 8)		1	O303-M1-D09	3" Octave Meter	$ 2,461.00
4" Octave Meter Float-FLG (9 digits, encoder 10 & 8)		1	O304-M1-D09	4" Octave Meter	$ 3,433.10
6" Octave Meter Float-FLG (9 digits, encoder 10 & 8)		1	O305-M1-D09	6" Octave Meter	$ 5,635.69
8" Octave Meter Float-FLG (9 digits, encoder 10 & 8)		1	O306-M1-D09	8" Octave Meter	$ 6,767.75
10" Octave Meter Float-FLG (9 digits, encoder 10 & 8)		1	O307-E1-D09	10" Octave Meter	$ 12,290.96
12" Octave Meter Float-FLG (9 digits, encoder 10 & 8)		1	O308-E1-D09	12" Octave Meter	$ 15,547.09
1.5" Flange Pack (1 side)		1	TRI-BGKIT-1.5	1.5" Flange Pack	$ 9.49
2" BRASS METER FLG (OVAL)		1	TRI-FLG-2	2" BRASS METER FLG (OVAL)	$ 91.41
2" Bolt Gasket Kit (1 side)		1	TRI-BGKIT-2	2" Bolt Gasket Kit	$ 9.54
3" Cast Iron Meter Flange Set (2 sides, flanges, nuts)		1	FLG-3	3" Flange Kit (2 sides)	$ 292.85
4" Cast Iron Meter Flange Set (2 sides, flanges, nuts)		1	FLG-4	4" Flange Kit (2 sides)	$ 438.69
6" Cast Iron Meter Flange Set (2 sides, flanges, nuts)		1	FLG-6	6" Flange Pack (2 sides)	$ 508.44
6" Flange Pack (1 side)		1	TRI-BGKIT-6	6" Flange Pack (1 side)	$ 35.91
8" Flange Kit (round)		1	TRI-BGKIT-8	8" Flange Pack (1 side)	$ 669.14
10" Bolt/Gasket Kit (1 side)		1	TRI-BGKIT-10	10" Bolt/Gasket Kit (1 side)	$ 102.48
12" Bolt/Gasket Kit (1 side)		1	TRI-BGKIT-12	12" Bolt/Gasket Kit (1 side)	$ 105.38

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Award of ITB #202670 - Electric Underground Construction and Maintenance Services

SUGGESTED ACTION:
Consideration and possible action to approve the award of ITB No. 202670 for Electric Underground Construction and Maintenance Services to Pedro S S Services, Inc., the lowest bidder, in an annual amount not to exceed $15,000,000.00, and authorizing the City Manager to execute all future renewals -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
Staff issued ITB No. 202670 for Electric Underground Construction and Maintenance Services and received three responsive bids. Pedro S S Services, Inc. was determined to be the lowest bidder meeting the specifications and requirements of the solicitation. Staff recommends award to Pedro S S Services, Inc. The contract will be in an annual amount not to exceed $15,000,000.00, with the City Manager authorized to execute future renewals in accordance with the terms of the solicitation.

FINANCIAL IMPACT:
Funds are available in the FY27 CIP Budget

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
ITB 202670 Electric Underground Construction and Maintenance Services.pdf

INVITATION TO BID

202670
FOR

ELECTRIC UNDERGROUND CONSTRUCTION AND MAINTENANCE SERVICES

ISSUED: AUGUST 12, 2026

ISSUED BY:
CITY OF GEORGETOWN
PURCHASING DEPARTMENT
510 W. 9TH STREET
GEORGETOWN, TX 78627

RESPONSES DUE: 2:00 PM, AUGUST 27, 2026

TABLE OF CONTENTS

INTRODUCTION 3

DEFINITIONS 3

NOTICE TO BIDDERS 4

STANDARD TERMS and CONDITIONS 5

SPECIAL TERMS and CONDITIONS 12

SPECIFICATIONS 16

EVALUATION AND AWARD 27

BID RESPONSE REQUIREMENTS 27

INSURANCE REQUIREMENTS 29

CERTIFICATION AND ACKNOWLEDGMENTS ..... ATTACHMENT A

BID FORM PRICING SHEET ..... ATTACHMENT B

BIDDER INFORMATION FORM ..... ATTACHMENT C

STATEMENT OF EXPERIENCE ..... ATTACHMENT D

AVAILABLE EQUIPMENT LIST ..... ATTACHMENT E

AVAILABLE WORKFORCE ..... ATTACHMENT F

BEST VALUE REFERENCE FORM ..... ATTACHMENT G

GUS SAMPLE WORKORDER FORM ..... ATTACHMENT H

BID FORM SPREADSHEET ..... EXHIBIT I

I. INTRODUCTION

City of Georgetown is seeking Bids from entities experienced and qualified to furnish all labor including supervision and administration, tools, machinery, equipment, and transportation required to perform **ELECTRIC UNDERGROUND CONSTRUCTION AND MAINTENANCE SERVICE.**

The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.

II. DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT
A mutually binding legal document obligating the Successful Bidder to furnish the goods or services specified within this solicitation and obligating the City to pay for the goods or services as specified. This may be an authorized purchase order.

B. BID/RESPONSE/OFFER/QUOTATION
A complete, properly signed and submitted response to this solicitation that, if accepted, would bind the Successful Bidder to perform the resulting contract.

C. BIDDER
The entity or individual who is identified throughout the solicitation that they consider themselves qualified to provide the services specified herein and are interested in making an offer to provide the services to the City.

D. CITY
The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL
The governing body of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. E-BID SYSTEM
The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to advertisement for invitation. The term "e-bid" and/or "electronic bid" means the Bidders' electronic bid submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to an Invitation to Bid.

PIGGYBACK CONTRACT
A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

G. PURCHASE ORDER
A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

H. SERVICES
All work or labor performed for the City on an independent contractor basis other than construction.

I. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the goods or services to be procured.

J. SUCCESSFUL BIDDER/CONTRACTOR

Person or business enterprise providing goods, equipment, or services to the City as fulfillment of obligations arising from this solicitation.

III. NOTICE TO BIDDERS

Qualified Bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. NOTICE

All Bids are due on or before **2:00 p.m. on August 27, 2026. Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at https://gtowntx.ionwave.net/SourcingEvents.aspx?SourceType=1**

Bidders may receive notice of solicitations from the City of Georgetown from a variety of channels. Approved methods of dissemination include the City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. RECEIPT OF BIDS

1. **Electronic Sealed Bids.** Electronic Bids shall be submitted through the City's web site at: https://gtowntx.ionwave.net All interested Bidders are required to register as a "Bidder" on the City's E-bid System at the above web address and clicking on "Bidder Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

   Electronic Bids shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown.

   Electronic Bids must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Bid was dispatched will not be considered; the Bidder must ensure that the Bid was properly uploaded into the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

C. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted electronically via the City's E-bid system in writing to the following individual:

Veronica Ferriz
Veronica.ferriz@georgetowntexas.gov

The deadline for written electronic questions **August 21, 2026, at 5:00 p.m.**

D. Offerors shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for

responses are incorporated into the ITB and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

E.

F. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders		**August 12, 2026**
Non-Mandatory Pre-proposal Meeting	11:00 AM CT	**August 18, 2026**
Deadline for Questions and Inquiries	5:00 PM CT	**August 21, 2026**
ITB Due Date	2:00 PM CT	**August 27, 2026**
City Review of Proposals		**August 27 -31,2026**
Earliest Award by City		**August 31**

The City reserves the right to modify these dates.

G. NON-MANDATORY PRE-PROPOSAL MEETING

A NON-MANDATORY virtual Pre-Proposal Conference will be conducted through Microsoft Teams beginning at **11:00 AM on August 18, 2026**. This meeting is not mandatory but recommended. Any questions and answers addressed during the conference meeting will be issued in the City's E-Bid system and all known parties will be notified.

Microsoft Teams Meeting
Join the Meeting Now
Meeting ID: 247 463 978 202 17
Passcode: JJ2SE9kK
Dial in by phone: +1-512-672-8405, 579186603# United States, Austin
Phone conference ID: 579 186 603#3

IV. STANDARD TERMS AND CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this bid effects a working contract between the City and the Successful Bidder. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any commodities, equipment, or services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the solicitation documents and specifications from the City's E-bid system. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

The Successful Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Successful Bidder, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Successful Bidder without the prior written consent of the City. Any attempted assignment or delegation by the Successful Bidder shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer rights or benefits on any third party.

F. AWARD of CONTRACT

The award of a contract will be made to the Bidder providing the best value to the City. Best value criteria include: conformity to specifications; purchase price, including payment discount terms; the reputation of the Bidder and of the Bidder's goods or services; the quality of the Bidder's goods or services; the extent to which the goods or services meet the City's needs; the Bidder's past relationship with the City; service methods and terms; payment terms; proven methods that are a lesser or reduced effect on human health and the environment; and any relevant criteria specifically listed in this Invitation to Bid.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

The City reserves the right to award this Contract in whole, or to award only a portion of a Bidder's Response — including, without limitation, specific unit price categories, specific assembly units, specific geographic areas, or specific scopes of work — where the City determines that a partial award better serves the City's interests. Submission of a Bid does not create any right, expectation, or entitlement in the Bidder to award the entirety of that Bid.

G. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, or any of the legally recognized suspect classification, in consideration for an award.

H. CANCELLATION or TERMINATION

1. **Termination For Cause**:
   In the event of default, the City shall have the right to terminate the Agreement for cause by written notice effective ten (10) calendar days after the date of such notice, unless the Successful Bidder cures the default or proves it does not exist within that period. The City is entitled to recover all actual damages, costs, losses, and expenses, including cost of cover, reasonable attorneys' fees, court costs and interest at the maximum lawful rate. The City may remove the Successful Bidder from its Bidder List and disqualify future Offers for up to three (3) years.
2. **Termination Without Cause**:
   The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Successful Bidder shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Successful Bidder, to the extent of funds appropriated or otherwise legally

available for such purposes, for all services delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. **Non-Appropriation**:
   The Agreement is a commitment of the City's current revenues only, and the City may terminate if funds are not appropriated to continue it.
4. **Cancellation**:
   The City may cancel the Agreement for default if the Successful Bidder breaches any term, becomes insolvent, or commits acts of bankruptcy, in addition to any other remedies available in law or equity.

I. CERTIFICATION

Bidder must furnish complete contact information for the individual authorized to execute contractual documents and for the individual responsible for answering questions; certify it has not conspired with other potential Bidders to control competitive pricing; and certify it is a duly qualified, capable, bondable business entity not in receivership, contemplating receivership, or bankruptcy.

J. CLAIMS

If a claim, demand, suit, or other action is asserted against the Successful Bidder arising under or concerning the Agreement, or which could materially affect its ability to perform, the Successful Bidder shall give written notice to the City within ten (10) calendar days after receipt of notice, stating the date, claimant information, basis, and named parties, delivered to the Purchasing Department and the City Attorney at PO Box 409, Georgetown, TX 78627.

K. CODES, PERMITS, LICENSES

Successful Bidder shall comply with all federal, state, and local codes, ordinances, and authorities pertaining to services, equipment, and materials used, and shall be responsible for obtaining all necessary permits, certificates, and licenses to fulfill its contractual obligations.

L. COLLUSION

Advanced disclosure of any information to a particular Bidder giving that Bidder an advantage over other interested Bidders, made or permitted by a governing body member, employee, or representative, will void all responses to that solicitation.

M. COMMUNICATION

The City prohibits ex parte communication initiated by a Bidder to any City official or employee evaluating Responses prior to award. All requests for clarification must be directed to the Purchasing Office (PO Box 409, 510 W. 9th Street, Georgetown, TX 78627, 512-930-3647, purchasing@georgetowntexas.gov). Ex parte communication may be grounds for disqualification.

N. CONFIDENTIALITY

Successful Bidder may require access to certain City or licensor Confidential Information. Successful Bidder shall maintain such information in strict confidence and shall not disclose, disseminate, or otherwise use it without the City's prior written consent, except as required by law (with prompt notice to the City to allow it to seek a protective order), using protective measures at least as stringent as those it uses for its own most valuable information.

O. DEFAULT

Successful Bidder is in default if it fails to timely and faithfully perform material obligations under the Agreement or any other City purchasing agreement, fails to pay fees or taxes owed to the City, becomes insolvent or seeks bankruptcy relief, or makes a material misrepresentation. A defaulting or abandoning Bidder may be charged the cost difference of obtaining goods/services elsewhere and may be excluded from future Solicitations for the same purchase type.

P. DELAYS

The City may delay scheduled due dates by written notice if in its best interest. If a delay increases the Successful Bidder's costs, the parties shall negotiate an equitable price adjustment and execute

an amendment; the Successful Bidder must assert its right to adjustment within ten (10) calendar days of the delay notice. Disagreements are resolved under the Dispute Resolution Process, but the delay itself remains in effect regardless.

Q. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires disclosure of any affiliation or business relationship that might cause a conflict of interest with a local government entity, using the Conflict-of-Interest Questionnaire form from the Texas Ethics Commission (www.ethics.state.tx.us). Concealing a conflict may result in automatic disqualification.

R. DISCLOSURE OF INTERESTED PARTIES

Contracts requiring City Council action/vote, or valued at $1 million or more, may require compliance with Section 2252.908 of the Texas Government Code. The business entity must file Form 1295 with the Texas Ethics Commission, obtain a certification number, and submit it with the signed contract. The City will acknowledge receipt to the TEC within 30 days.

S. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its response a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Bidder or in which the Bidder has been judged guilty.

T. DISPUTE RESOLUTION

Disputing parties shall provide written notice as soon as practicable and make a good faith effort within ten (10) business days to resolve the matter. If unresolved within sixty (60) days of notice, the parties may submit to non-binding mediation by written consent. If unresolved through mediation within one hundred twenty (120) days of notice, either party may exercise any remedy available under law.

U. EFFECTIVE DATE and TERM

This Bid shall be effective upon Acceptance and issuance of a City Purchase Order and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

V. EXCEPTIONS

Any deviations from terms, conditions, or specifications must be clearly indicated in the Response in writing at or before the due date. Deviations are subject to City review and may render the Response disqualified or non-responsive. If no exceptions are stated, full compliance without exception is understood.

W. FORCE MAJEURE

Neither party is liable for default or delay caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or other causes beyond reasonable control. The time for performance will be extended, and a conference held within three (3) business days to establish a mutually agreeable recovery period.

X. FORMS

All Responses must be submitted on the form(s) as required by the City and accompanied by all required attachments.

Y. FRAUD

Fraudulent statements by the Bidder on any bid, report, or deliverable are grounds for termination for cause and may result in legal action.

Z. GRATUITIES

The City may cancel the Agreement without liability if it determines gratuities were offered or given by the Successful Bidder to secure the Agreement or favorable treatment, and may recover benefits or payments resulting from the gratuities.

AA. INDEPENDENT CONTRACTOR

Nothing in this bid creates an employer/employee relationship, partnership, or joint venture. The Successful Bidder's services are those of an independent contractor and are not covered by any City employee benefits or insurance.

BB. INDEMNITY

SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES, AND ANY OTHER COSTS OR CLAIMS ARISING OUT OF OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER IT.

CC. INFRINGEMENT

Successful Bidder represents it will provide good and indefeasible title to deliverables that do not infringe any third-party intellectual property right, and shall defend, indemnify, and hold the City harmless from claims arising from infringement or breach of these warranties, at its sole expense, with the City having the right to monitor or engage co-counsel.

DD. INSURANCE REQUIREMENTS

Successful Bidder shall provide a copy of its insurance policies to the City.

EE. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with consent of the Successful Bidder(s) and the City, conclusively inferred from lack of exception in the Bidder's Response. The City is not a partner, agent, or representative of, and is not liable for the actions or debts of, such outside agencies.

FF. INTERPRETATION

The Agreement is the final, complete, and exclusive statement of the parties' terms; prior dealings, performance, or trade usage are not relevant to supplement or explain it. Provisions shall be construed fairly to both parties. Uniform Commercial Code definitions apply unless otherwise defined in the Agreement.

GG. INVALIDITY

The invalidity of any provision does not affect the validity of the remainder; a void provision is severed and the parties agree to reform the Agreement with a valid substitute unless the void provision is essential to the Agreement.

HH. LIABILITY

Successful Bidder is liable for all damages incurred while performing the Agreement and releases the City from claims for injury, death, or property loss/damage arising out of the Agreement and the Successful Bidder's negligence, regardless of insurance coverage. Certificates of insurance may be required for General Liability, Auto Liability, Workers Compensation, and Professional Liability.

II. LIENS

Successful Bidder shall defend, indemnify, and hold the City harmless from all liens and encumbrances for services, goods, and equipment provided, and shall provide lien releases or evidence of freedom from liens upon the City's request.

JJ. LOCAL BUSINESS PRESENCE

The City seeks opportunities for Georgetown-limits businesses to participate on City contracts. Bidder shall specify whether it or its subcontractors are local businesses. Section 271.9051 of the Texas Local Government Code authorizes consideration of a Bidder's location in certain circumstances. The City may request documentation supporting local preference.

KK. MANAGEMENT

A change in ownership or management may result in cancellation of the Agreement unless mutually agreed to continue with the same terms, conditions, and pricing. The Agreement is nontransferable and nonassignable by either party.

LL. NOTICES

Notices shall be in writing and deemed delivered three (3) business days after postmark if sent by certified/registered mail, or upon receipt if delivered by other means. Notices to the Successful Bidder go to its bid address; notices to the City go to the Purchasing Office, PO Box 409, Georgetown, TX 78627, Attn: Purchasing Manager.

MM. OVERCHARGES

Successful Bidder assigns to the City any claims for overcharges arising under federal or Texas antitrust laws related to this Agreement.

NN. PAYMENT TERMS

1. **Tax Exempt Status**:
   The City is exempt from federal excise, state, and local taxes under Texas Tax Code §151.309; bid prices must be net exclusive of taxes.
2. **Invoicing Requirements**:
   Invoices shall be submitted monthly to Accounts Payable, referencing the Purchase Order number, with itemized billing broken out by station/span as directed.
3. **Payments by Electronic Funds Transfer:**
   The City's preferred payment method is ACH; an ACH Form is available from Accounts Payable
4. **Payment Terms**:
   Payments follow the Texas Prompt Payment Act (Tex. Gov't Code Subtitle F, Ch. 2251) — payment due within thirty days of acceptance, performance, or receipt of a correct invoice, whichever is later, with limited exceptions for bona fide disputes or federal funding restrictions.
5. **Right To Audit**:
   The City may audit Successful Bidder's records related to performance for four (4) years after final payment or resolution of related matters, with any overpayments refunded.
6. **Firm Pricing**:
   Prices remain firm for the Agreement term; no separate line-item charges (equipment rental, demurrage, fuel surcharges, delivery, permit costs, etc.) are permitted
7. **Price Warranty**:
   Bidder warrants prices are not materially higher than its current prices for like deliverables under similar terms; the City may deduct or recover excess amounts.
8. **Travel Expenses:**
   All travel, lodging, and per diem must be included in the original Bid; reimbursement requires prior authorization and is limited to coach/economy airfare.

OO. PERSONAL INTEREST

No City officer, employee, consultant, or elected official involved in this Solicitation's development, evaluation, or decision-making may have a direct or indirect financial interest in the resulting Agreement. Violations may constitute impropriety in office and subject the individual to discipline up to dismissal, and may render the Agreement voidable by the City if the Successful Bidder had knowledge of the violation.

PP. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

QQ. PROTEST PROCEDURES

Protests of specifications, terms, or conditions must be made prior to the bid due date; later protests will not be considered. Protests of award must be made no later than five (5) days after the aggrieved party knew or should have known the relevant facts, and must include the protestor's contact information and signature, solicitation/contract number, detailed grounds, and

requested relief, sent to the Purchasing Department, PO Box 409, Georgetown, TX 78627, Attn: the listed buyer.

RR. PUBLIC INFORMATION

Responses are subject to release as public information under the Texas Public Information Act unless shown to be exempt. Bidders should consult legal counsel regarding disclosure and mark confidential material in bold red "CONFIDENTIAL"; vague claims of confidentiality will not be accepted, and unmarked content is automatically considered public.

SS. REIMBURSEMENTS

The City has no obligation to reimburse Bidders for expenses incurred in preparing bids or providing additional information, and will not pay costs to procure a contract.

TT. RESERVATIONS

The City reserves the right to request clarification or additional information after the Solicitation due date, and to accept, award, or reject all or any part of any Response — including individual line items, categories, or portions of pricing — waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in the City's best interest. Acceptance of part of a Response shall bind the Bidder only as to the portion accepted.

UU. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

VV. RIGHT TO ASSURANCES

If the City, in good faith, questions the Successful Bidder's intent to perform, it may demand written assurances; failure to provide them may be treated as anticipatory repudiation of the Agreement.

WW. SEVERABILITY

The invalidity or unenforceability of any provision does not affect the validity or enforceability of any other provision.

XX. SURVIVABILITY OF OBLIGATIONS

All continuing obligations, including warranty, indemnity, and confidentiality obligations, survive expiration or termination of the Agreement.

YY. SUCCESSFUL BIDDER'S OBLIGATION:

Successful Bidder shall fully and timely provide all deliverables described in this Solicitation, in strict accordance with the Agreement's terms and all applicable laws, rules, and regulations.

ZZ. VENUE

This Agreement is governed by Texas law, including the UCC as adopted in Texas, and is fully performable in Georgetown, Texas. Venue for any related action lies in Williamson County, Texas, without waiving the City's sovereign immunity defense or limiting its right to seek injunctive relief.

AAA. WAIVER

No claim or right arising from a breach may be discharged by waiver unless supported by consideration and in writing signed by the aggrieved party. No waiver of one default operates as a permanent waiver of other rights or future defaults.

BBB. WITHDRAWAL by CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all bids received as a result of this ITB.
- Waive or decline to waive any informality and any irregularities in any bid or responses received.
- Withhold the award of contract(s).

- Select Bidder(s) that provide the best value to the City.
- Terminate the ITB process.
- Award only a portion of any Response received, including specific pricing categories or scopes of work, without awarding the remainder.

CCC. WITHDRAWAL by BIDDER

Bidder may request withdrawal of a sealed Bid ***prior to the scheduled opening time***, by written submission to Purchasing.. The Ebid system will allow supplier retraction of their electronic submission and resubmission prior to the bid due date.

V. SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

1. **Original Term:**
   The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown and shall remain in full force and effect with firm fixed prices for three (3) full years.
2. **Renewal Term:**
   Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to two (2) additional one (1) year periods [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

Unit prices are firm for the initial term. If the City exercises a renewal option, a unit price adjustment may be allowed at renewal if requested at least thirty (30) days before expiration, correlated with the Consumer Price Index published by the Bureau of Labor Statistics (baseline index = the month in which the Bid opened). The allowable percent change is calculated by comparing the baseline index to the index at renewal, rounded to the nearest hundredth of one percent, capped at 5% increase per renewal period unless the City approves a greater increase at its discretion. The Successful Bidder may offer price decreases in excess of the allowable percent change.

C. ACCEPTANCE/INSPECTION

Acceptance inspection should not take more than five (5) working days; the Successful Bidder will be notified within that timeframe of any non-compliance and shall reperform services to specification at no additional cost. If an agreement or purchase order is cancelled for non-acceptance, the City may contract with another Bidder, and the Successful Bidder waives any right to payment for the unaccepted work

D. CITY ORDINANCE ON ENVIROMENTAL PROTECTION

The City has adopted a Storm Water Management Program and Illicit Discharge Ordinance (Code of Ordinances Section 13.30) to manage MS4 discharges in compliance with TCEQ/TPDES requirements. Successful Bidder shall comply with stormwater control measures, good housekeeping practices, facility-specific procedures, and applicable TMDL/IPlan requirements, and agrees to meet updated standards as ordinances evolve.

Bidder understands that these Ordinances or regulations might be updated from time to time and agrees to work with the City to meet any new standards.

E. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS

For Services performed on City premises or public rights of way, the Vendor, subcontractors, and their employees shall comply fully with all applicable health, safety, and environmental laws, ordinances, and regulations, including OSHA; the most stringent requirement governs in case of conflict. Vendor shall defend, indemnify, and hold the City harmless from claims arising from breach of this obligation.

F. PERFORMANCE REVIEW

The City reserves the right to review the Successful Bidders' performance anytime during the contract term.

G. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE

The City shall provide the Vendor access to work sites as required for timely, efficient performance, subject to applicable security laws and regulations. The Vendor acknowledges it has satisfied itself as to site conditions and requirements affecting performance, and shall promptly notify the City if actual conditions differ from expected, or else release and hold the City harmless from related claims.

H. STOP WORK NOTICE

The City may issue an immediate Stop Work Notice if the Vendor is performing in violation of applicable guidelines or in a manner unsafe to life or property. The Vendor shall cease all work until notified the violation or unsafe condition is corrected and is liable for costs incurred by the City as a result.

I. SUBCONTRACTORS

If the Successful Bidder utilizes Subcontractors in providing the services under the Agreement, the Bidder shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Bidder is responsible for the Successful Bidder's own acts and omissions. The Successful Bidder shall:

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Successful Bidder.
   The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Successful Bidder in sufficient time to enable the Successful Bidder to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Successful Bidder, with the City being a named insured as its interest shall appear, and a waiver of Subrogation in favor of the City;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Successful Bidder is required to indemnify the City; and
6. Shall pay each Subcontractor its appropriate share of payments made to the Successful Bidder not later than ten (10) calendar days after receipt of payment from the City

J. WARRANTY OF SERVICES

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly

upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

In the event the Vendor is unable or unwilling to perform the Services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the scope of Services originally required to purchase from the Vendor under the Agreement and procure conforming Services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the city to procure such services from an alternative source.

K. <u>WORKFORCE</u>

Successful Bidder shall:

1. Ensure Successful Bidder 's employees perform the services in a timely, professional and efficient manner;
2. Ensure Successful Bidder's employees, while working on City property or Public Right of Way, wear a company uniform that clearly identifies them as the Successful Bidder's employee;
3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
4. Successful Bidder shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.
5. Successful Bidder, its employees, subcontractors, and subcontractor's employees while engaged in participating in the Solicitation or while in the course and scope of delivering services under the Agreement may not use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
6. If the City or City's representative notifies the Successful Bidder that any worker is incompetent, disorderly, disobedient, or has knowingly or repeatedly violated safety regulations or has possessed or was under the influence of alcohol or drugs on the job, the Successful Bidder shall immediately remove such worker from the City property and may not employ such worker again to perform City services again without the City's prior consent.

L. <u>SAFETY PRECAUTIONS AND SAFEGUARDS</u>

The successful Bidder shall adhere to safe work practices as adopted by the City and prescribed by the APPA Safety Manual 17th edition or its successor, are particularly described in the area of personal protective gear including FR clothing, rubber protective gear, face and body protective gear, arc energy calculations, confined space procedures and minimum approach distances. Safety precautions at the site are a part of the construction techniques and processes for which the successful Bidder shall be solely responsible, including but not limited to, handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The successful Bidder shall provide copies of all hazardous materials and waste data sheets to the Georgetown Fire Department marked "Attn.: Assistant Chief". The successful Bidder has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work specified in this Bid. The successful Bidder shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The successful Bidder shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work specified in this Bid; and when any property damage is incurred, the damaged portion

shall immediately be replaced or compensated for by the successful Bidder at its own cost and expense.

Protection for employees and others per current "OSHA" guidelines must be provided at all times. Construction work requires specific attention to the following:

- Personnel protective equipment
- Traffic control and personal protective gear when working adjacent to streets and roadways
- Hot line tags or one-shots in place for employee protection
- Proper equipment and cover-up utilized at all times and/or
- Correctly trained, experienced and licensed personnel performing tasks

All work shall be planned and conducted to adequately safeguard all persons and property from injury, and shall provide warning devices and equipment such as signs, lights, flares, reflectors, flagmen, and any other facilities which may be required. Performance of work shall be directed to insure compliance with reasonable safety regulations including but not limited to "occupational safety and health standards" promulgated by the U.S. Secretary of Labor. The work shall also comply with all local governmental building permit provisions.

M. TRENCH SAFETY

The successful Bidder must comply with the requirements of Texas Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended. The successful Bidder must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures. Before beginning work on any project, the successful Bidder must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility, and prerogative of the successful Bidder, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The successful Bidder must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections.

The successful Bidder must make daily inspections to ensure that the systems comply with all applicable laws and regulations and must maintain a permanent record of daily inspections available for examination by the City or other government authority. If evidence of possible cave-ins or slides is apparent, the successful Bidder must cease all work in the trench and surrounding area until the necessary precautions have been taken to safeguard personnel entering the trench.

N. PERMITS AND LICENSES

The successful Bidder shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During the term and any subsequent renewal term during which the successful Bidder is working, the successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

O. ABANDONMENT

In the event the successful Bidder abandons, fails, or refuses to resume work after written notification or if the successful Bidder fails to comply with the instructions of City Representative when such instructions are consistent with this Bid and any resulting agreement, then the surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the successful Bidder. After receipt of written notice of abandonment, the successful Bidder shall not remove any machinery, equipment, tools, materials, or supplies on the work site; the same may be held for use on the work by the City or the surety of the successful Bidder, or any third party contracted, in completion of the work. The successful Bidder shall not receive any rental or credit (except when used in connection with extra work). If the use

of such equipment and materials will ultimately reduce the cost to complete the work, that reduction shall be reflected in the final settlement.

P. ADDITIONAL ASSEMBLY UNITS

The City reserves the right to add additional Underground Assembly Units, Hourly Rate categories, or other pricing units to this Contract as needed during the Contract term, including any renewal period, when the need for a construction unit not originally priced in this Bid arises. Pricing for any such additional unit shall be established by written agreement between COG and the Contractor prior to the unit's use, consistent with the pricing methodology and unit cost structure of this Contract,and shall be incorporated into the Contract by written change order or contract amendment executed by both parties. Addition of units under this provision does not require re-solicitation of the Contract and does not obligate the City to purchase any minimum quantity of the added unit.

VI. SPECIFICATIONS

The City of Georgetown ("City"), Georgetown Electric Utility Systems, is seeking bids from contractors experienced in providing supplemental labor and equipment on an as-needed basis for Electric Underground Construction and Maintenance Services for the City of Georgetown (COG) electric distribution system, operating at 7.2/12.47 kV and 14.4/24.9 kV.

A. GENERAL:

Services include energized and de-energized construction, re-conductor, rehabilitation, replacement, and retirement of underground distribution facilities, including but not limited to: new feeder and lateral line additions; underground extensions to new customers; placement of primary, secondary, and service conductors; pad-mounted transformers; pedestals; terminations on poles, pull vaults, manholes, and pad-mounted equipment; switch, protective equipment, and sectionalizing device installations; capacitors and automation devices; street light and guard light installations; equipment replacement or relocations; transfer of any other COG facilities; and all connections, jumpers, and similar construction needed for the installation, removal, or transfer of lines and facilities. All work shall be performed in accordance with COG Electric and Distribution Construction Specifications and design criteria.

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Services will be issued by City Project Coordinators when the need for supplemental labor is determined. Bids are requested on both an assembly unit and an hourly unit basis. The City requires that the specified construction services be performed on an assembly unit basis whenever practical. However, the City recognizes that specifications for certain construction projects may make strictly specifying construction assembly units difficult, and the City allows construction services to be performed on an hourly unit rate basis for labor and equipment where appropriate. The City reserves the sole right to designate which construction services shall be performed on a unit basis and which shall be performed on an hourly rate basis. All work performed on an hourly rate basis must be approved in advance, in writing, by the City prior to commencement of construction.

The City also requests man-hour units to construct each unit and a man-hour cost for each unit. The man-hour unit will be used to schedule manpower as needed for project completions. In other instances, due to project timeline, size, scope, or cost, the City may elect to bid certain projects separately. The Contractor may bid on separately advertised projects.

In most instances, one (1) common unit price is requested for similar 12.5 kV and 24.9 kV assembly units. The City is currently in the process of changing the voltage level of a majority of its distribution system from 12.5 kV to 24.9 kV. In some new construction projects, 24.9 kV insulation will be utilized regardless of current operating voltage. Unit prices shall be the same regardless of current operating voltage level (12.5 kV or 24.9 kV).

B. BOND REQUIREMENTS

1. Payment Bond – The contractor shall provide a payment bond in an initial amount of $1,000,000 annually, within 14 calendar days after notification of award, increased if annual work exceeds $1,000,000 in any one year. The bond secures faithful payment of the contractor's obligations for subcontractors, work, labor, equipment, supplies, and materials, issued by a solvent company authorized to do business in Texas, with reinsurance required for any portion of risk exceeding 10% of the surety's capital and surplus.
2. For bonds exceeding $100,000.00, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained qualifying reinsurance. The payment bond remains in effect throughout the Contract term and each renewal.
3. Performance Bond – The contractor shall provide a performance bond on the same terms, amounts, and renewal basis as the payment bond, securing faithful performance of all contractor obligations under the Contract

C. BIDDER REQUIREMENTS AND QUALIFICATIONS

To be considered qualified, the Bidder must demonstrate:

1. **Experience** – Bidder must be a Company that has been in the Underground Construction and Maintenance of Electric Distribution Lines business for a minimum of two (2) years. Bidder shall provide the number of years Bidder has been in the Underground Construction and maintenance of Electric Distribution Lines business on the Bidder's Information Form (Attachment C).
2. **Organization** – Bidder must have the financial and organizational capacity to carry out multiple projects, simultaneously for emergency and non-emergency calls.
3. **Staffing and Equipment** – Has sufficient staffing and vehicles in order to provide service at more than one location simultaneously, if requested.
4. **Technical Knowledge** – Has technical knowledge and practical experience in the work types specified, including both and underground distribution construction and maintenance.
5. **Safety Program** – Has an on-going safety program that complies with all applicable state and federal laws.
6. **Financial Status -** Has adequate financial status to meet the financial obligations incident to the work.
7. **No Pending Claims** – Has no just or proper claims pending against it or its work.
8. **Confined and Restricted Area Experience** –Experience working in confined areas near fences, utility poles, guy lines, underground electrical lines, cable TV, gas lines/meters, sewer manholes, and clean-outs.

These qualifications shall be demonstrated per the Contractor Experience and Qualifications forms, including for any subcontractors; failure to submit this evidence is just cause for disqualification.

D. FIELD ORGANIZATION AND EQUIPMENT

1. Bidder shall submit an organizational chart naming field management, supervisory, and technical personnel, with a Statement of Qualification for each; COG may select required personnel for crews and Bidder must respond to COG requests about personnel within 72 hours, including applicable licenses/testing status.

2. Equipment – Bidder shall submit specifications describing all proposed equipment, per Attachment E.
3. Local Conditions – Bidder shall visit the COG service area and familiarize itself with all conditions affecting work prosecution, labor availability/cost, and transportation/handling/storage facilities; no claims for financial adjustment based on lack of such investigation will be permitted.

E. DEFINITIONS

1. Acceptance by the City – The status whereas the City's Project Coordinator or Authorized Representative has reviewed and approved of all activities outlined with the scope of the project. This also begins the warranty period for one (1) year following the completion.
2. Assembly Units – Defined symbols and descriptions representing a combination of parts forming a unitized group of materials for installation or removal. The Bid is made on a unit basis;. Unit labor prices are applicable to work performed on de-energized lines unless otherwise noted.
3. City Representative –The City's designated Project Manager or delegate, who may inspect and issue instructions but does not directly supervise the contractor.
4. Confined Space Labor Units –Work performed in a manhole, vault, or pull-box with energized underground electric cable in excess of 600 volts phase to phase, or requiring special apparatus for air quality, rescue, or permitted entry. Pad-mounted transformers, switchgear, and junction boxes are not confined space construction unless the City qualifies them as such prior to construction.
5. Construction Units –Defined symbols and descriptions serving as a combination of parts forming a unitized group of materials for installation or removal, applicable to work on de-energized lines.
6. Current City of Georgetown Utility System Electric Construction Standards and Service Requirements –The current construction and service delivery standards by which the contractor makes installations and removals; provided at the first project and updated as specifications change.
7. Final Completion / Finally Complete –. All specified work completed per specifications and instructions, all punch list items satisfactorily addressed, all payments to material men/subcontractors completed, and all documentation, warranties, and closeout documents reviewed, approved, and executed by the City.
8. Hot Labor Unit or Hot Line Adder Units –A percentage or flat dollar amount added to standard construction units for additional labor cost and/or precautionary cover-up when working at the level of energized conductors, used only where applicable
9. Notice to Proceed –. Verbal or written communication from the Project Coordinator or Authorized City Representative releasing the contractor to begin construction, provided with prints, staking sheets, and material listings.
10. Projects – Construction activities for installations and removals modifying the City's Electric System.
11. Staking Sheets – Written or symbolized instructions on a construction print or separate document conveying activities for construction..
12. Storm Support – Restoration support and back-up services provided by the contractor during inclement weather events, priced per bid specifications and FEMA regulations, with City-defined conditions and requirements.
13. Substantial Completion or Substantially Complete – The City Representative's determination that the Project, including all systems and improvements, is in a condition to serve its intended purpose, potentially with minor remaining work; final payment is withheld until Final Completion.
14. System Control – The group responsible for operation and control of the City's Electric System, including outage notification, SCADA events, power quality events, feeder

holds, and hot line tags.

F. TIME AND MANNER OF WORK

The contractor must be prepared to commence construction of individual projects within thirty (30) calendar days from date of award and adhere to the City-defined construction schedule. At the time of the work order form, the City will provide:.

1. Staking Sheets, to include location and number of the various Construction Units required
2. An itemized materials list and authorization to obtain such materials from the City's material vendor warehouse;
3. Specific instructions regarding work to be performed on energized lines, if any.

G. WEATHER CONDITIONS

Contractor will not be required to, install underground conduit, dig trenches, or perform construction on days when, in the City's judgment, snow, rain, wind, or their effects make operations impracticable. Completion time will be extended for weather delays approved in writing by the City, or for other delays beyond the contractor's control (acts of God, fires, floods, inability to obtain materials, City direction to cease construction, or City acts/omissions), provided the contractor gives written notice within ten (10) days of the event. No such delay results in additional liability to the City unless directly caused by a City act or omission

H. PROTECTION TO PERSONS AND PROPERTY

1. The successful bidder shall at no time and under no circumstances cause or permit any employee to perform any work upon energized lines, that are not qualified to do so.
2. The successful bidder shall so conduct construction so as to cause the least possible obstruction of public highways.
3. The successful bidder shall provide and maintain all guards and other protection for the public required by applicable statutes, ordinances, regulations, local conditions or safe operating standards.
4. The successful bidder shall protect all parallel, converging, and intersecting lines, joint line poles, highways, and other property from damage, and shall restore any damaged property at its own expense to as good a state as before the damage..
5. Where a right-of-way traverses cultivated lands, the successful bidder shall limit crew/equipment movement to minimize damage to crops, orchards, or property, replace opened fences, and prevent livestock escape. The successful bidder is responsible for all damage to livestock caused by construction, and for other property damage not necessarily incident to construction or caused by negligence.
6. Excess earth, rock, debris, underbrush, and other useless materials shall be removed and properly disposed of as rapidly as practicable.
7. The successful bidder shall submit accident reports to the City as prescribed.
8. The successful bidder shall not cut trees or clear right-of-way without written City notification of proper landowner authorization, and shall promptly notify the City of any landowner objection, obtaining written City consent before proceeding.

I. ENERGIZED CONSTRUCTION

Energized construction is any work performed directly on energized electric line conductors, or at or above the level of energized electric line phase conductors (in excess of 600 volts phase to phase). It shall be assumed that all work under this Contract may be performed on energized lines, and all unit prices shall reflect that requirement.

Underground assembly units shall be treated as de-energized except where required to connect to or disconnect from an energized phase using insulated protective equipment (e.g., fuse, load-break elbow, insulated protective cap), which shall be considered hot when connected to an energized line.

The Successful Bidder may request in writing from the City Representative permission to de-energize portions of facilities to perform prescribed work more efficiently or safely, with the understanding that such request may not be approved.

J. CONFINED SPACE CONSTRUCTION

Any work performed in a manhole or pull-box with energized underground electric cable in excess of 600 volts phase to phase constitutes confined space construction. Pad-mounted transformers, switchgear, junction boxes, and other pad-mounted equipment are not confined space construction unless the City qualifies the equipment as such prior to construction. Installed assembly units required to be in a confined space shall use the appropriate Confined Space labor unit; underground unit labor prices apply to de-energized, non-confined work, and the appropriate HOT labor unit applies to energized underground cable per City instruction.

K. ENERGIZING THE PROJECT

Prior to Final Completion, the successful bidder shall energize new construction to verify connections, voltage, and material integrity, notifying the City Representative in advance so City personnel may observe, and notifying System Control to apply circuit holds and hot line tags as required. After energizing and completing checks, the successful bidder shall report findings to the City Representative, who will notify the successful bidder of status upon final acceptance. The successful bidder may temporarily energize portions of the project for verification/testing upon written notice and approval, with all required System Control and other City notifications completed.

L. HOURS OF WORK

1. Normal work hours are Monday through Friday, 7 a.m. to 6 p.m., excluding weekends and legal holidays. Work outside these hours requires advance written City Representative approval and is paid at 1½ unit costs or hourly rate unless otherwise approved. The Substantial Completion timeline is unaffected by work occurring outside normal hours.
2. The straight-time hourly rate applies to eight (8) hours per day / forty (40) hours per week. Overtime rates apply for hours worked before 7:30 a.m., on Saturdays, Sundays, holidays, and hours exceeding 40/week. Hourly jobs must be agreed upon in writing with COG's authorized representative.
3. Successful Bidder shall not charge the City for portal-to-portal transit time, servicing, fueling, pre-operation checks, or equipment down time — these occur on the successful bidder's own time, at no additional charge.

M. STORM SUPPORT

Storm Support means restoration support and backup services provided during inclement weather events, including but not limited to ice, wind, or severe weather storms.

1. **Availability**. Successful Bidder shall be available for Storm Support at any time as required, continuous with other performance obligations and not limited to normal work hours.
2. **First Right of Refusal**. During any declared storm event, the City has first right of refusal over the Successful Bidder's crews and equipment; no release to another utility or third party without the City's explicit written authorization.
3. **Crew Retention During Storm Events**. Once activated crews shall remain on the City's system for the full duration of the storm event or declared.
4. **Crew Release Request**. Any request to release crews to another entity requires written submission to, and sole approval by, the City Representative, who may limit crew numbers or absence duration.

5. **Communication**. Successful Bidder shall maintain continuous contact with the City Representative during storm events; the City is not obligated to compensate for standby/waiting time unless approved in writing, but the Successful Bidder must remain accessible throughout.
6. **FEMA Compliance**. Storm Support work shall follow FEMA Disaster Assistance Policy DAP9580.6 (Electric Utility Repair); the City Representative may direct hourly-basis billing where overtime/emergency rates apply.
7. **Pricing**. Storm Support pricing follows bid specifications and applicable FEMA regulations; hourly equipment and labor rates in this bid are firm for Storm Support for the Contract duration.

N. SCHEDULING

The City will notify by phone or email; Successful Bidder shall respond within twenty-four (24) hours. A written estimate is due within 24 hours for simple/small jobs not requiring a site visit, or 48 hours for more complex jobs requiring site verification. Work shall begin within five (5) days of the original service request and complete within the estimated time, unless otherwise agreed. All work is assigned via a job order containing scope, timelines, and relevant details, with a completion section for the Contractor.

O. INVOICING

Contractor invoices must reference COG job, task order, and purchase order numbers, with an itemized statement of work submitted to the City Representative for certification prior to payment. All billed units are subject to City review and verification; invoices without required as-built prints will not be processed until as-builts are received. For phased projects, the Successful Bidder may invoice at the end of each phase, subject to pre-acceptance of that phase.

P. NATURE OF THE WORK

Bidder understands and agrees that bidder has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, bidder's ability to meet all deadlines and schedules required, the general and local conditions, and all other matters that in any way affect the work described in this Bid. However, the successful bidder shall not perform any act or do any work on the Project/s that places the safety of persons at risk or potentially damages materials or equipment used in the Project/s, and the successful bidder shall do nothing that would render any test or tests erroneous.

Q. WORK STOPPAGE

If work or materials are not in strict accordance with this Bid, or work creates a hazardous condition, the City may order work wholly or partially stopped until the objectionable person, work, or material is removed. Such stoppage does not invalidate the successful bidder's performance obligations (including deadlines), and no extra charge is allowed as a result.

R. SITE CONDITIONS AND MANAGEMENT

The successful bidder shall verify site conditions (including door openings and passages) around existing structures and provide special apparatus as necessary for off-site constructed/manufactured items, at its own expense unless otherwise defined in a pre-construction meeting. The successful bidder shall keep the work area free of debris throughout the project and leave the premises clean and finished upon completion, or the City may remedy and charge back the cost.

S. LAYOUT OF WORK

Except as specifically provided, the successful bidder shall lay out all work per applicable City codes and ordinances, acceptable to the City Representative, who will review the layout at the construction meeting or upon request — without relieving the successful bidder of responsibility for accurate location per the plans and specifications.

T. LINES AND GRADES

The City Representative shall furnish all lines and grades necessary for the work; the successful bidder shall suspend work as necessary to permit this and receive no extra compensation, giving ample advance notice of when lines and grades are needed. Benchmarks and control stakes provided by the City Representative shall be carefully preserved by the successful bidder, who shall replace any destroyed or removed at its own expense (or the City may do so and charge back the cost). Additional construction staking is the successful bidder's sole responsibility, with no extra time or compensation.

U. UNDERGROUND UTILITIES

The successful bidder is responsible for locating all underground utilities via utility location service, spot digging as required, and coordinating with other utility owners **MATERIAL**

All work and materials shall strictly conform to this Bid and recognized industry standards; materials and supplies shall be new and of good quality, with no refurbished, reconditioned, or previously used materials without prior written City authorization. Substitutes of equal quality/function require prior written City authorization, and the City has sole discretion over their use; proof of quality/manufacturer may be required upon request.

The Contractor shall dispose of all transformers, conductors, materials, and related equipment removed from any project at areas designated by COG's Electric Material Vendor, with all equipment, hardware, and wire stripped and returned to COG's Electric Material Vendor for proper disposal; disposal costs are included in unit prices.

V. CITY SUPPLIED MATERIAL

Materials supplied by the City are available at T.E.C., 100 Cooperative Way, Georgetown TX 78626, and/or the Georgetown Municipal Complex, 300-1 Industrial Avenue, Georgetown, Texas 78626, between 8:00 a.m. and 4:00 p.m., or at an agreed pickup time, on regular workdays (or per the Work Order Form for remote warehouse locations). The Successful Bidder is responsible for pickup, shall initial for materials received, and thereafter is responsible for proper handling, transport, storage, and safeguarding, including repair, repaint, or replacement of any damaged or stolen materials. Before transporting City materials, the Successful Bidder shall establish sufficient insurance coverage to the City's satisfaction. The Successful Bidder shall return unused/removed materials and reimburse the City at current invoice cost for any loss or breakage due to its negligence. Non-City-provided materials are subject to City approval prior to purchase, and no refurbished/reconditioned materials are permitted without prior written authorization.

W. REJECTED WORK

The City may reject any work not conforming to specifications, at its sole discretion, regardless of completion stage, time/place of discovery, or prior acceptance through oversight; City inspections/approvals do not relieve the successful bidder's obligation to perform per this Bid. Remedial action for rejected work is at the successful bidder's expense:

1. the successful bidder may be required to remedy and immediately replace rejected work/materials; or
2. the City may contract to correct the damage/errors and deduct all costs from amounts due,

at its sole discretion.

X. TIME OF COMPLETION

Prior to commencing a project, the Substantial Completion date shall be determined by the City Representative with the Successful Bidder's concurrence. Project work is issued at a pre-construction meeting with a Work Order Form and construction package; easement/permit issues and long-delivery material items not yet in the City's possession shall be identified at that meeting, and the Successful Bidder shall indicate whether such issues could cause delay. Work commences on the date in the Notice to Proceed and shall be Substantially Completed within the allotted time; Final Completion and invoicing readiness must occur within thirty (30) calendar days of Substantial Completion. The City may phase work to address service/load demands, with phase-end invoicing permitted.

Y. SUBSTANTIAL COMPLETION

The successful bidder shall notify the City Representative when a project or phase is, in its opinion, Substantially Complete; the City Representative's inspection and as-built print accuracy determine this in its sole judgment. If not Substantially Complete, the successful bidder must complete outstanding items per a final punch list referencing current Electric Construction Standards. Upon determination of Substantial Completion, the successful bidder shall invoice with as-built prints; Substantial Completion does not excuse performance of remaining work. Payment is not processed until as-built prints are received.

Z. FINAL COMPLETION

The successful bidder shall notify the City Representative upon reaching Final Completion; if the City concurs, it will notify the successful bidder of acceptance. Acceptance of an itemized invoice and City Representative certification constitutes acceptance of work performed. The successful bidder shall procure and submit all required government certificates of acceptance/completion; the City may withhold payment pending these. Payment/acceptance does not relieve the successful bidder of responsibility for faulty workmanship or materials, and the City may require remedy of defects or damage appearing after final acceptance.

AA. RESPONSIBILITIES OF THE CITY

1. The City is responsible for issuing projects with all pertinent information, including construction prints, staking sheets/work instructions, executed easements/permits, and materials received and ready for issue.

2. The City will define project scope and other important construction details at a pre-construction meeting.

3. The City will provide information on existing conditions, host contractor provisions, job briefing, system characteristics, design information, confined/enclosed space details, minimum approach distance, exposure to flame/arc hazards, incident energy estimates, automatic reclose devices, additional power sources (back feed), protective ground capacity, hazardous potential transfer, and whether overhead structures can support imposed work stresses.

4. The City and successful bidder shall coordinate work rules and procedures for employee protection; the City may consider, but is not obligated to accept, alternate construction method suggestions.

5. The City will provide a proposed construction schedule and Notice to Proceed via signed work order form (Attachment H) once conditions are met and the successful bidder has agreed to scope and completion time.

BB. RESPONSIBILITIES OF SUCCESSFUL BIDDER

All work shall be performed per the latest Georgetown Electric Utility Systems Electric Construction Specifications. The Successful Bidder is additionally responsible for:

1. Verifying installed material quantities match estimates and returning unused/removed materials as directed;
2. Providing all materials/equipment not supplied by the City per the Work Order Form;
3. Utilizing confined space procedures wherever applicable;
4. Adhering to all City work rules and procedures;
5. Requesting any pertinent safety information not disclosed in the pre-construction meeting or otherwise provided;
6. Promptly correcting any improper installation or failure during the warranty period;
7. Securing utility locates prior to digging and following other utility providers' excavation requirements;
8. Promptly and accurately invoicing for all labor units on each project, subject to review;
9. Removal of any vegetation within 10 feet of the open side of switching cabinets and transformers; and
10. Adherence to all applicable traffic control, street closure, and right-of-way requirements per Section D.2.i (Traffic Control and Street Closures) of these Specifications.

CC. TECHNICAL SPECIFICATIONS

The following technical specifications shall apply unless otherwise noted on the project plan prints, staking sheets, or Work Order Form. All construction work shall be done in accordance with the staking sheets, plans and specifications, and the construction drawings. The 2023 or latest edition of the National Electrical Safety Code (NESC) shall be followed except where local regulations are more stringent, in which case local regulations shall govern.

1. UNDERGROUND DISTRIBUTION

a. Pull Line

Pulling calculations assume proper use of cable pulling lubricant, which is required. Maximum pulling speed for line/cable into conduit with sweeps or bends using a steel pull rope: 200 ft/min at tensions ≤500 lbs; 100 ft/min at 500–1,000 lbs; 60 ft/min at 1,000–4,000 lbs; 30 ft/min above 4,000 lbs.

b. Underground Medium Voltage Power Cable

All work shall be done in a thorough, workmanlike manner per the staking sheets, plans, specifications, and construction drawings. Cable shall be handled carefully, never dragged across the ground, fences, or sharp projections, with ends sealed against moisture and terminated/sealed immediately after cutting. Minimum bending radius: 12x overall diameter for primary cable, 6x for secondary/service cable; no bends within 6 inches of a cable terminal base. Conduit/duct shall be prepped with lubricant before pulling. Maximum pulling strain for primary cables shall not exceed 0.006x circular mil area (aluminum) or 0.008x (copper) with a pulling eye, or the lesser of that value or 1,000 lbs with a basket grip — cable under the grip and the preceding foot shall be discarded after pulling. Pulled cable shall be identified with permanent-type tags (embossing-type tape writer; paper/cloth tags unacceptable), with City-provided identification numbers. All personnel terminating/splicing primary cable must be certified on medium-voltage-rated cable; prefabricated terminations follow manufacturer instructions, with portable covering/shelter used during

splice/termination preparation to protect insulating surfaces from weather. A cable acceptance test may be required as part of the job scope, with method, duration, and acceptance ratings outlined prior to job start.

c. **Pad-Mounted Transformer Units**
A pad-mounted transformer assembly unit consists of installing the pad-mounted transformer, warning sign, over-current protective devices, wildlife protection, grounding loop, and hardware/leads/connectors — excluding pad installation, drainable material, backfilling, compaction, or site preparation (covered under pad assembly units). G prefix denotes a City of Georgetown unit. Transformers may be rated 7.2 kV, 14.4 kV, or dual voltage (VG single primary voltage; DVG dual primary voltage per construction drawings). Secondary voltage designations: 10 = 120/240; 12 = 120/208; 21 = 277/480; 14 = 120/240 3-phase. Unit price includes crane rental as necessary.

d. **Conduit Units**
Cover installation of single or multiple conduits, excluding trench/backfill (covered elsewhere). Billed by conduit footage measured between staking or termination points, including pull tape installation and mandrelling as required.

e. **Trenching Units**
Accommodate conduit installation with at least 3 inches of compacted "F" fill gravel/sand underneath and 6 inches compacted above, backfilled/compacted to 95% standard density to grade, with caution tape 2 feet below grade in the last 6 inches of backfill, and cleanup of adjacent streets/roadways from spoil and tracked dirt. All trench/boring installations include required erosion control. Trench units = one lineal foot of trenching (rock or dirt, specified depth x width in inches), measured parallel to ground surface; changing a dirt-specified unit to rock requires project coordinator permission. Trench Hand Digging units cover hand digging around existing utilities/shrubbery and repair/replacement of damaged fences/property, measured per cubic foot. Trench Bedding units = one lineal foot of 3-inch clean "F" fill gravel/sand bed under the conduit plus a 6-inch layer over it, to trench width, not to exceed total trench lineal footage.

f. **Boring Units**
Conventional Bore units bill per lineal foot of steel crossing pipe (min. 1/2-inch wall) installed via conventional bore, including excavation/backfill of bore and receiving pits, pressure grouting, spoil hauling/disposal, tamping, and surface/landscape/paving/curb/sidewalk restoration; casing pipe depth is specified/inspected by the City, with an adder for pit depth exceeding five (5) feet (BOREPITADDERD for dirt, BOREPITADDERR for rock). Trenchless/Directional Bore units cover boring for a single PVC or steel conduit with pull tape over a specified distance, including excavation/backfill, spoil hauling/disposal, tamping, and surface restoration; bore depth is specified/inspected by the City, with the same pit depth adder applying.

g. **Underground Cable Assembly Units**
Cover installation of 1,000 feet of cable(s) in conduit for underground primaries, secondaries, street lighting, or services. The Contractor and City shall jointly perform cable acceptance tests using City-furnished test equipment; compensation is computed using the distance between stakes paralleling the cable. The conductor removal unit covers removal of 1,000 feet of conductor/cable, reeled or coiled for reuse, returned to the City's warehouse or a designated disposal location.

h. **Underground Secondary and Service Units**

An underground secondary connector block unit covers installation of the secondary connector block in a pull box, pedestal, or transformer secondary bushings without factory-installed termination. An underground secondary and service assembly unit covers installation of the terminal housing, power pedestal (when required), ground rod, mounting hardware, warning sign, directional marker, housing identification marking, and cable identification tags.

i. Traffic Control and Street Closures

The Successful Bidder shall follow all engineer traffic control directions/guidelines and use a certified traffic control vendor; the City reviews and accepts the traffic control plan per project. Steel plates may be required over trenches/pits for public safety and to maintain vehicle routes. Partial closures of major/collector streets and all closures of local streets/alleys require 72-hour advance notice; complete closures of major/collector streets require 7-day advance notice. Closures shall not occur without required notice except during emergencies.

DD. ASSEMBLY UNIT – UNIT PRICES

A. GENERAL

This Bid is priced on an Assembly Unit Basis. The assembly units used for construction and maintenance of and underground electric distribution are listed in the following sections and associated Attachments. Where descriptions are not sufficiently explicit, or when special units are not covered, COG has provided descriptions in the respective sections.

Assembly Unit Pricing:

1. The unit price is the total cost of the specific unit of work to be billed to COG. Each unit price is a firm price and includes installing complete the specific unit designated, along with all associated costs, , and profit markup. These unit prices will be used for any work performed at the written request of COG. Unless specified in the unit description, COG will supply all material. Unit quantities listed are estimates only, and COG shall be billed only for actual quantities installed.
2. Unit prices shall include all necessary labor, Contractor-furnished equipment, vehicles, tools, supervision, fuel, maintenance, travel time, and any associated expense involved, including digging, loading, unloading, and delivery of Owner-furnished material to or from Owner's material yard to job sites.
3. It shall be assumed that all work performed on this Contract will be on energized lines. All unit prices shall reflect the requirement to perform work on an energized circuit.
4. Unit prices shall reflect work accessible by truck-mounted equipment. In non-accessible work areas, the Contractor shall propose an adder - additional cost that, if accepted by COG, will be added to the unit price. The labor adder for non-accessible work shall include any landscape or fence repair required to restore property to its pre-work condition. Pricing for non-accessible work areas shall be agreed upon prior to starting work with a COG Representative.
5. If construction units for which prices are not established in this proposal are necessary, the prices of such additional units shall be as agreed upon in writing by COG and the Contractor prior to the time of installation. Assembly units not listed in the Contract can be added by written change order for an agreed-upon price.

   Assembly units not listed in the Contract may be added by COG at any time during the Contract term, including any renewal period, as operational needs require, by written change order for a price agreed upon in writing by COG and the Contractor prior to the unit's use. Addition of units under this Section does not require re-solicitation of the

Contract, is not limited to units similar to those already priced, and does not obligate COG to purchase any minimum quantity of any added unit. See also Section V.P (Additional Assembly Units).

B. UNIT PRICE CATEGORIES

The assembly unit categories included in this Contract are:

1. Assembly Units – New Install, Retired, and Relocate (Reference Exhibit I,)
2.. Hourly Rates for Labor and Equipment (Reference Exhibit I,)

C. HOURLY WORK

It is the intent of COG that construction work under this Contract be performed on an assembly unit basis whenever practical. However, the City recognizes that occasions will arise for which it is difficult to strictly specify construction assembly units. In these instances, construction may be performed on an hourly rate basis for workers and equipment. The Contractor agrees to perform construction work on an hourly basis, if required, at the rates specified in Attachment I, TAB 3. It shall be the sole right of COG to designate which construction work is to be performed on a unit basis and which on an hourly rate basis.

The straight-time rate will apply to eight (8) hours per day and/or forty (40) hours per week. Overtime rates will be charged for hours worked prior to 7:30 a.m. on any day, on Saturdays, Sundays, and holidays, and for all hours worked in excess of forty (40) hours per week. Hourly jobs must be agreed upon in writing with COG's authorized representative. Service Truck (Crew) and/or Pickup Truck (Foreman) hourly rates will be paid at the same hours as labor hours on projects. All other equipment will be paid at an hourly rate for the hours used for construction or maintenance purposes only.

VII. EVALUATION AND AWARD OF CONTRACT

Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

The City will award this Contract to the Bidder whose bid is determined to be the best value to the City, considering price and the other evaluation factors included in this Bid. By submission of a bid, the Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this Bid. Further, Bidders acknowledge that subjective judgments must be made by the City during this process.

The City reserves the right to make multiple awards as determined to be in its best interest. Awards may be made to two or more qualified contractors to ensure adequate capacity, timely response, and continuity of service.

In addition to its right to make multiple awards to two or more qualified Bidders, the City reserves the right to make a partial award to any single Bidder — accepting only certain unit price categories, assembly units, or portions of the scope of services from that Bidder's Response — without obligation to award the Bidder's full Response or to award any specific dollar volume of work. Any resulting Contract shall apply only to the portions of the Bid actually accepted by the City.

VIII. BID RESPONSE REQUIREMENTS

A. Certification and Acknowledgement Form (Attachment A) - to include company name, mailing address, telephone number, e-mail address and a designated individual along with

respective telephone number and e-mail address who will be responsible for answering all questions related to submitted bid.

B. Bid Form (Attachment B) – All pricing must be completed on Attachment B. Unit pricing documents are attached as Excel spreadsheets. An electronic copy must be completed in Excel and submitted in Excel digital format with bid response, as well as two (2) printed hard copies. All fields on the unit pricing documents must be completed with entries except for the areas shaded in gray. All Construction Units are applicable to work performed on de-energized lines. Hot Line Adder Units are listed in the Construction Unit tables for application with Construction Units that are performed on energized lines at the instruction of the City.

C. Bidder's Information Form (Attachment C) – A summary of bidder's qualifications, including length of time in business; subcontractors proposed (with Attachments C, D, E, F, G and licensing/certification copies for each); and any other information demonstrating capabilities and qualifications.

D. Statement of Experience (Attachment D) – Bidder must demonstrate successful completion within the past five years of a minimum of three electric utility underground distribution line projects, showing this as a primary business focus provided continuously for at least five (5) years, with experience with private and public utilities and storm support, covering:s:
   1. Installation /termination of single and multi-phase underground primary / secondary distribution cables for residential development, including installation of pad mounted transformers sectionalization devices, secondary pedestal and street lighting;
   2. Underground primary conductor replacement through switching, isolation and grounding of existing cables to maintain un-interrupted service;
   3. Installation of multi circuit underground electric distribution main feeder lines in a conduit or duct system with terminations and cable racking in manholes and pull boxes below ground utilizing proper confined space requirements;
   4. Working adjacent to roadways / construction areas requiring traffic or work site control ;
   5. Installation of pad mounted switch, above ground junction box and sectionalization devices;
   6. Storm restoration efforts; and
   7. Project Manager or Superintendent Experience.

E. Available Equipment List (Attachment E) – All equipment listed must be specifically intended for use on City projects, with disclosure of whether owned, leased, or readily available to leas

F. Available Workforce (Attachment F) – A list of available workforce by discipline/craft, crew count, and anticipated employee assignments, all properly trained in safe working practices and participating in documented monthly safety meetings.

G. Reference form (Attachment G) - Name, address, phone, and email for at least three (3) firms of comparable size procuring similar goods/services in the last two (2) years; City of Georgetown references do not count. References may be checked prior to award; negative responses may result in disqualification.

H. Copies of Bidder's required licensing/certifications

I. Documentation of current safety program and records documenting accidents involving personnel or public for the past three (3) years;Acknowledgement of any addenda:

J. posted to the City's Bid Information website, acknowledged by signing and submitting with the bid response.

K. Additional Information Requested

1. Include all discounts the City is entitled to, including those from group purchase contracts such as BuyBoard, US Communities and TXMAS.
2. The following items shall be made available after bid due date, upon request by the City prior to award and the approval of any contract or purchase order.
   - W-9: A completed Department of Treasury Internal Revenue Service Form W-9.
   - Completed and submitted Vendor application.
   - Texas Ethics Commission HB 1295 Certificate of Interested Parties (Form 1295).
   - Copy of certified proof of insurance meeting the insurance requirements in the Attachment
3. AWARD - The City will assess all bid packets to review the bidder's information and ensure compliance with bid requirements. Award of the resulting contract shall be made to the responsible bidder whose bid represents The lowest responsive and responsible bid will be determined by reviewing Qualifications and Experience requirements provided with bid submission and will be given a Pass/Fail status.
4. Low Bid Determination: The lowest bid will be determined by adding the column of "Install Unit Labor Prices" for a "Total Install Unit Labor Price", adding the column of "Remove Unit Labor Prices" for a "Total Remove Unit Labor Price", and then adding the "Total Install Unit Labor Price" to the "Total Remove Unit Labor Price" for a "Grand Total".

POST-AWARD - The City and Successful Bidder may hold a post-award meeting to discuss the transition of services; the City's safety/security requirements, policies, and procedures; designated points of contact for both parties; tentative scheduling; and specific milestones, goals, and strategies to meet objectives.

INSURANCE REQUIREMENTS

A. The Successful Proposer agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

1. Commercial General Liability
2. Business Automobile Liability
3. Workers' Compensation
4. Professional Liability

B. Each policy shall be primary with respect to the City, its officials, agents, employees, and volunteers, whose own insurance or self-insurance is considered excess and non-contributory. Certificates of Insurance and endorsements shall be furnished at execution of this Agreement and approved by the City before work commences.

C. General Requirements Applicable to All Policiesonly licensed Texas-authorized carriers are accepted; deductibles must be listed and are acceptable only on an occurrence basis; "claims made" policies are not accepted except for Professional Liability; coverage shall not be suspended, voided, canceled, or reduced except after thirty (30) calendar days' prior written notice to the City; certificates must be executed by the insurer or authorized agent and confirm Texas licensure, ISO/Texas State Board of Insurance forms, all required endorsements, and the

specified cancellation notice provisions. The City, its officials, agents, employees, and volunteers shall be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability policies with no special limitations on protection.

D. Commercial General Liability requirements:

E. carrier rated A:VIII or better (A.M. Best); minimum $1,000,000 per occurrence / $2,000,000 annual aggregate for bodily injury and property damage; at least as broad as ISO CG 00 01; no exclusions without City review/acceptance of individual exclusion attachments; coverage shall not exclude premises/operations, independent contracts, products/completed operations, contractual liability, or (where exposures exist) Explosion, Collapse and Underground coverage; the City shall be Additional Insured with the policy endorsed to waive subrogation and be primary/non-contributory.Business Automobile Liability requirements:

carrier rated A:VIII or better; minimum $1,000,000 combined single limit per occurrence; Symbol 1 shown in the Covered Autos section; coverage for owned, leased/rented, non-owned, any, and hired autos.

F. Workers' Compensation Insurance requirements:

G. per 28 Tex. Admin. Code §110.110, all employees (including subconsultants' employees) must be covered directly or via an executed DWC coverage agreement; Employer's Liability limit of $1,000,000 per accident; Texas Waiver of Our Right to Recover From Others Endorsement (WC 42 03 04) included; Texas must appear in Item 3A, or Item 3C must list all states except those in 3A and NV, ND, OH, WA, WV, and WY.Professional Liability requirements:

1. carrier rated A:VIII or better; minimum $1,000,000 per occurrence / $2,000,000 aggregate, maximum $100,000 deductible, financial statements furnished upon request; for "claims made" policies, a 24-month extended reporting period must be available, with the retroactive date shown on the certificate.

ATTACHMENT A –

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bid prior to the official opening. Further, Bidder certifies that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: Carlos Cuadros Title: Manager

Typed Name: Carlos Cuadros Company Name: Pedro SS Services, Inc.

Phone No.: 512-476-2979 Fax No.: 512-457-9758

Email: ccuadros@aol.com

Bid Address: 403 Springdale Rd Austin Texas 78702
P.O. Box or Street City State Zip

Order Address: Same
P.O. Box or Street City State Zip

Remit Address: Same
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2555689

DUNS No.: 87-621-0634 Date: 08-25-2026

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____
City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.

   1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

2. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

   2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

3. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.

   3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

4. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.

   4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

5. **Contractor Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: Carlos Cuadros

Title: Manager

Typed Name: Carlos Cuadros

Company Name: Pedro SS Services, Inc.

Date: 08-25-2026

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

_____

_____

_____

ATTACHMENT B

BID FORM PRICING

A. PRICING

Prices bid should be provided in the appropriate space(s) on the bid form; extraneous entries elsewhere have no effect on designated prices. There shall be no minimum charge on labor, parts, or equipment.

Installation/Removal unit pricing includes labor for installation/removal of new units to new and existing lines, assembling into material items, and all labor/transportation for returning unused/reusable removed materials to the City's warehouse or elsewhere as directed. Materials provided by the City remain City property.

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

.

C. QUANTITIES

Quantities indicated are estimated based on the best available information. The City reserves the right to increase or decrease quantities by any amount deemed necessary to meet its needs without unit price adjustment.

D. UNIT PRICES

Prices should be itemized, set to no more than two (2) decimal places. The City reserves the right to award by individual item, by category (e.g., Underground Assembly Units or Hourly Rates), or by total bid, and to make such award to one or more Bidders, consistent with Section VII (Evaluation and Award of Contract) and the City's reservations of right under Section IV.TT and IV.BBB**.** If discrepancies exist between unit prices and extensions, the unit price prevails.

E. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified, extendable by agreement of the parties.

F. QUOTATION

All Responses must be submitted on Exhibit I – Bid Form Spreadsheet. Bidders should note that the Overhead Assembly Units tab of Exhibit I is being removed as part of this revision — only the Underground Assembly Units and Hourly Rates tabs will remain for pricing.

ATTACHMENT C –

BIDDER INFORMATION FORM

Bidder must answer all questions completely and all information must be clear, accurate and comprehensive. Please attach additional documentation or additional sheets as needed.

Company Name: __Pedro SS Services, Inc._____

Business history and experience:

Number of years in business: __46_____

** Note: A minimum of five (5) years' existence as a business is required under the current company name. Changes in company name during the experience period are acceptable if the continuity of the company structure can be demonstrated.*

If response is "yes" for questions below, provide or attach a brief description or explanation.

Has the Bidder ever defaulted on a contract?

Yes ( ) No (X)_____

_____

Are there currently any judgments, claims, or lawsuits pending against the bidder?

Yes ( ) No (X)_____

_____

Does Bidder currently have any claims, judgments or lawsuits pending against any prior client?

Yes ( ) No (X)_____

_____

Is the Bidder or principals of Bidder now, or has the Bidder or principals of Bidder ever been involved in any bankruptcy or reorganization proceedings?

Yes ( ) No (X)_____

_____

The following information must be completed in detail for experience with electric distribution systems of similar size (20,000 – 40,000 meters) or system configurations to the City. The City may request additional information.

1. Number of years in electric distribution installation & maintenance services:31_____
2. Number of businesses for which the bidder has performed electric distribution installation & maintenance services other than with the City of Georgetown:
   __4_____
3. Number of years the bidder has performed electric construction in Williamson County or with a neighboring County:

_31_____

4. Documentation of an active training program to keeping staff abreast of changes in industry standards, technology updates and safety working practices and procedures (Please attach documentation):

   _Attached_____

   _____

   _____

5. Business Location/Proximity to the City of Georgetown: _7 miles_____

Subcontractors:

List Subcontractors that Bidder intends to use while providing Services and their role in providing Services.

__N/A_____

_____

_____

_____

_____

_____

In addition to listing, provide subcontractor's information, to include Attachment C, Attachment D, Attachment E, Attachment F and Attachment G, and any other requirements or attachments, for each subcontractor, bidder intends to use.

Additional information / comments: _N/A_____

_____

_____

_____

_____

_

_____

_____

_____

ATTACHMENT D

STATEMENT OF EXPERIENCE

This form allows bidders to provide a summary of bidder's qualifications, demonstration of skills, knowledge, and experience to provide the requested services specified herein. Bidder must answer all questions completely and all information must be clear, accurate and comprehensive. Please attach additional documentation or additional sheets as needed.

List and describe bidder's construction experience for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described in Bid. Bidder must have completed the projects within the past five (5) years.

Electric Utility Underground Distribution System Project No. 1 – Experience

Name of Project: __Eastwood Ph 6_____ Location: _Jarrell, TX_____

Owner's Name and Address:_BEC Power 27492 Hwy 95, Bartlett, TX 76511_____

Owner's Contact Person: __Patrick Klepac_____ Phone/Fax No.: _254-217-5731_____

Payment Bond (circle one): YES / NO

Performance Bond (circle one): YES / NO

Initial Contract Price: _$188,296.02_____ Final Contract Price: _$188,296.02_____

Contract Start Date (date of Notice to Proceed): _05-11-2022_____

Contract Time: ___45_____ (X) Calendar Days ( ) Working Days

Contract Substantial Completion Date: _06-10-2022_____

Actual Substantial Completion Date: __06-15-2022_____

If contract completion time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

__N/A_____

_____

_____

Project Description and Statement of Relevance to this Contract:

_Bored 100' for three-phase, trenched 3200' in solid rock, placed all primary and secondary conduits, all three phase and single phase pads, and street lights. Pulled all three phase primary 1000 MCM wire, all single phase primary 1/0 wire, and all secondary wire. Set and terminated one switchgear, two three-phase 600 Amp cabinets, and 26 single-phase transformers. Terminated all 77 pedestals and street lights. Finally, built a three-phase 1000 MCM riser to feed the whole new subdivision. Care was taken to maintain the customer's phasing requirements. _____

Electric Utility Underground Distribution System Project No. 2 – Experience

Name of Project: _Pepper Grass Ph 2 & 3_____ Location: _Elgin, TX_____

Owner's Name and Address: _Oncor 3487 CR 100, Hutto, TX 78634_____

Owner's Contact Person: _Larry Rolan_____ Phone/Fax No.: _254-217-1602_____

Payment Bond (circle one): YES / NO

Performance Bond (circle one): YES / NO

Initial Contract Price: _$29,010.45_____ Final Contract Price: _$29,010.45_____

Contract Start Date (date of Notice to Proceed): _02-09-2022_____

Contract Time: __45_____ (X) Calendar Days ( ) Working Days

Contract Substantial Completion Date: __03-05-2022_____

Actual Substantial Completion Date: _03-08-2022_____

If contract completion time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

__N/A_____

_____

_____

_____

_____

Project Description and Statement of Relevance to this Contract: _Pulled all single-phase 1/0 primary and secondary wire, placed 16 single-phase transformers on pads, terminated 65 secondary pedestals and 15 street lights. Finally, energized new subdivision from existing energized single-phase transformers and established a new normal open._____

_____

_____

_____

_____

_____

Electric Utility Underground Distribution System Project No. 3 – Experience

Name of Project: _Sun City NBH 89_____ Location: _Georgetown, TX_____

Owner's Name and Address: City of Georgetown 300-1 Industrial Ave, Georgetown, TX 78626_

Owner's Contact Person: _John Gonzales_____ Phone/Fax No.: _512-769-6340_____

Payment Bond (circle one): YES / NO

Performance Bond (circle one): YES / NO

Initial Contract Price: _$64,756.92_____ Final Contract Price: _$64,756.92_____

Contract Start Date (date of Notice to Proceed): _02-24-2026_____

Contract Time: _30_____ (X) Calendar Days ( ) Working Days

Contract Substantial Completion Date: _03-12-2026_____

Actual Substantial Completion Date: _03-16-2026_____

If contract completion time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

_N/A_____

_____

_____

_____

_____

Project Description and Statement of Relevance to this Contract: _Pulled 1000 MCM wire from an existing energized switchgear to a new switchgear through three pull boxes. Spliced 1000 MCM wire in three pull boxes. Pulled all single-phase and secondary wire. Set and terminated 14 single-phase transformers. Also, terminated 30 pedestals and energized new subdivision._____

_____

_____

_____

_____

_____

STATEMENT OF EXPERIENCE FOR BIDDER'S LISTED PROJECT MANAGER OR SUPERINTENDENT

Attach resumes for the following personnel who will be assigned to work specified in this Bid. The resumes must demonstrate that these individuals have worked on at least three similar, successfully completed projects in the capacity of Project Manager or Superintendent, or other supervisory capacity, as applicable, during the last 10 years.

Project Manager (name): ___Carlos Cuadros_____

Superintendent (name): __Tony Moore_____

Insert Resumes & Experience Attached!

ATTACHMENT E

AVAILABLE EQUIPMENT LIST

Provide a list of equipment that is available to the successful bidder/ subcontractor(s) and specifically intended to be used on the work specified in this Bid, and notification whether the equipment is owned or to be leased by the successful bidder and/or subcontractor(s). Attach additional pages if needed.

Equipment	Owned or Leased?	Committed to other projects? (Yes / No)	Time frame for availability upon notice given
two 55' bucket trucks	owned	no	immediately
two Altex 50' bucket trucks	owned	no	immediately
two boom/crane trucks	owned	no	immediately
two duct-dawg wire pullers	owned	no	immediately
EZ Hauler backyard machine	owned	no	immediately
Peterbuilt haul truck	owned	no	immediately
several 20' trailers	owned	no	immediately
8 service trucks and 25 pick ups	owned	no	immediately
10 cable reel trailers	owned	no	immediately
18 John Deer backhoes	owned	no	immediately
6 rock saws of different sizes	owned	no	immediately
one 18 YD dump truck	owned	no	immediately

ATTACHMENT F –

AVAILABLE WORKFORCE

Provide a list of the available workforce for the various disciplines and crafts required for work on project(s) specified in this bid including the number of work crews, and number and worker classification for each equipment operator, mechanic, and laborer for that portion of the work that successful bidder will actually perform. Attach additional pages if needed.

Number of full time employees available for assignment to City projects: __16_____

Number of employees available for temporary assignment to City projects: _36_____

Number of Anticipated Work Crews: _4_____

Discipline or Craft	Number of Employees	Committed to other projects? (Yes / No)	Time frame for availability upon notice given
Professional (Specify) Electrical engineer	1	yes	three months
Superintendent	1	yes	one day
Crew Foreman	12	yes	two days
Journey or Sr. Lineman	9	yes	two days
Lineman	5	yes	two days
Apprentice or Ground men	6	yes	two days
Equipment Operators (list)	10	yes	one day
Other skilled laborers	4	yes	one day
Other unskilled laborers	4	yes	one day
Other mechanic	1	yes	two days

ATTACHMENT G –

BEST VALUE REFERENCE FORM

PLEASE COMPLETE AND UPLOAD THIS WITH PROPOSAL RESPONSE

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _Bartlett Electric Coop _____
   Name of Contact __Patrick Klepac_____ _____
   Title of Contact _Operations Supervisor_____
   E-MailAddress__pklepac@bartlettec.coop_____
   Present Address _27492 Highway 95_____
   City, State Zip Code _Bartlett, Texas 76511_____
   Telephone Number (254)_527-3551_____ Fax Number: (____)_____

2. Company's Name _Oncor Electric Delivery_____
   Name of Contact _Jason Edwards_____
   Title of Contact _FCC Supervisor_____
   E-MailAddress_Jason.Edwards@oncor.com_____
   Present Address _9001 Primoris Ct._____
   City, State Zip Code _Fort Worth, TX 76140_____
   Telephone Number (254)_681-5336_____ Fax Number: (____)_____

3. Company's Name __Oncor Electric Delivery_____
   Name of Contact Bobby Frazier_____
   Title of Contact _Field Construction Coordinator SR_____
   E-Mail Address _Bobby.Frazier@oncor.com _____
   Present Address _3487 CR 100_____
   City, State Zip Code _Hutto, TX 78634_____
   Telephone Number (512)_569-6415_____ Fax Number: (____)_____

ATTACHMENT H-
GUS SAMPLE WORKORDER FORM

Constructions Prints, Staking Sheets/Work Instructions issued to Contractor: yes □ no □

Project Staked: yes □ no □

Special Delivery Materials: yes □ no □

Informational copies of permits/easements issued to Contractor: yes □ no □

Traffic control needed: yes □ no □

No exception to plan taken by Engineer: yes □ no □

Trench safety needed: yes □ no □

No exception to plan taken by Engineer: yes □ no □

Construction activity on private property: yes □ no □

Customer notification required: yes □ no □

Name: _____ Phone: _____

Construction activity on ROW: yes □ no □

Notification required: yes □ no □

Name: _____ Phone: _____

Additional manpower needed by Contractor to meet deadline: yes □ no □

Additional equipment needed by Contractor to meet deadline: yes □ no □

Contractor furnished materials: yes □ no □

Description: _____

_____

_____

_____

_____

NOTES:

_____

_____

_____

_____

Exhibit I - Bid Form Spreadsheet

Hourly Units

It is the intent of the City that the construction work to be accomplished under this Contract be performed on an assembly unit basis whenever practical. However, the City realizes that on occasions, a construction project will arise for which it is difficult to strictly specify construction assembly units. In these instances, the City would propose that the construction be performed on an hourly rate basis for workers and equipment. The Contractor agrees to perform construction work on electric distribution lines on an hourly basis, if required, at the rates as specified below for workers and equipment. It shall, however, be the sole right of the City to allow which construction work is to be performed on a unit basis. Use of hourly rates must be approved by City representative prior to exercising.

Description	Hourly Rate		
Aerial Basket Truck	$ 79.00		
A-Frame Truck	$ 5.00		
Air Compressor	$ 20.00		
Backhoe (¼ yd.)	$ 78.00		
Boom Truck	$ 78.00		
Cable Puller/Tensioner	$ 50.00		
Crane	$ 200.00		
Dirt Trencher	$ 17.00		
Dump Truck	$ 80.00		
Equipment Operator	$ 45.00		
Flatbed Truck	$ 25.00		
Line Foreman	$ 78.00		
Lineman 1st Class (Senior - Lead - Journeyman)	$ 68.00		
Lineman 2nd Class (Apprentice/Lower grade lineman)	$ 60.00		
Lineman's Helper (Groundman - Equipment Operator)	$ 48.00		
Pickup Truck	$ 25.00		
Pole Truck & Trailer	$ 50.00		
Pressure Digger	$ 50.00		
Rock Trencher	$ 40.00		
Superintendent	$ 80.00		
Trackhoe	$ 60.00		
Trenchless Boring Machine	$ 200.00		
Vacuum Truck	$ 100.00		
Water Trailer/Truck	$ 30.00		
Winch Truck	$ 30.00		
Wire Trailer	$ 25.00		

Metering Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
Secondary 2S CL200 Single-Phase Meter	M8-10	$ 55.00	$ 35.00
Primary Meter - 25kV	M8-15	$ 175.00	$ 90.00
Primary Meter - 25kV - 600 A	UM8-16 (600A)	$ 225.00	$ 155.00
50:5 CT - 120:1 VT - 13T Socket - 45ft tail	M8-16 (50:5)	$ 375.00	$ 275.00
Secondary Single Phase Meter 200A 120/240	M8-200 120/240	$ 40.00	$ 35.00

Secondary Single Phase Meter 320 A	M8-320A	$ 65.00	$ 45.00
Secondary Three Phase Meter Class 2 200 A	M8-7-200A	$ 65.00	$ 45.00
Secondary Three Phase Meter Class 2 320 A	M8-7-320A	$ 75.00	$ 55.00
Public Power Pedestal - HyPower	UM8-R2D2	$ 450.00	$ 375.00
Primary Meter - 25kV - 200A	UM8-16 (200A)	$ 375.00	$ 275.00
Secondary Single Phase Meter 200A 240/480	M8-200 120/480	$ 90.00	$ 75.00
Meter Package-- 1Ph-- 120/240-- Primary Meter	M8-20 PM	$ 225.00	$ 200.00
Subtotals for Overhead Metering Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 2,215.00**	**$ 1,660.00**

Conduit Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
4in UD Trenchless Bore **LABOR COST OUT OF DATE**	J-URTB (1-4in)	$ 110.00	$ 0.01
6in UD Trenchless Bore **LABOR COST OUT OF DATE**	J-URTB (2-6in)	$ 180.00	$ 0.01
6in 22.5 Degree PVC Elbow	UM22.5-P-6	$ 10.00	$ 0.01
2in 45 Degree PVC Elbow	UM45-P-2	$ 4.00	$ 0.01
4in 45 Degree PVC Elbow - 24in radius	UM45-P-4-24in	$ 5.00	$ 0.01
4in 45 Degree PVC Elbow - 48in radius	UM45-P-4-48in	$ 10.00	$ 0.01
6in 45 Degree PVC Elbow	UM45-P-6	$ 10.00	$ 0.01
2in 45 Degree Steel Elbow	UM45-S-2	$ 10.00	$ 0.01
3in Rigid Steel 45 Degree (48in Radius)	UM45-S-3in (48in)	$ 10.00	$ 0.01
2in Pipe Base	UM50-2inB	$ 1.00	$ 0.01
2in Pipe Spacer	UM50-2inS	$ 1.00	$ 0.01
3in Conduit Spacer Base	UM50-3in-B	$ 1.00	$ 0.01
3in Intermediate - Pipe Spacer	UM50-3in-S	$ 1.00	$ 0.01
4in Pipe Base	UM50-4inB	$ 1.00	$ 0.01
4in Pipe Spacer	UM50-4inS	$ 1.00	$ 0.01
6in Pipe Base	UM50-6inB	$ 2.00	$ 0.01
2in PVC Female Adapter to PVC	UM50-FA-2	$ 0.50	$ 0.01
3in PVC Female Adapter to PVC	UM50-FA-3	$ 0.50	$ 0.01
4in PVC Female Adapter to PVC	UM50-FA-4	$ 2.00	$ 0.01
6in PVC Female Adapter to PVC	UM50-FA-6	$ 5.00	$ 0.01
1in PVC Conduit SCH40	UM50-P-1	$ 0.84	$ 0.01
2in PVC Conduit SCH40	UM50-P-2	$ 1.00	$ 0.01
2in PVC Conduit SCH40 Communications	UM50-P-2 COMM	$ 1.00	$ 0.01
2-2in PVC Conduits SCH40	UM50-P-2A	$ 1.80	$ 0.01
3-2in PVC Conduit SCH40	UM50-P-2B	$ 2.50	$ 0.01
4-2in PVC Conduits SCH40	UM50-P-2C	$ 3.50	$ 0.01
5-2in PVC Conduits SCH40	UM50-P-2D	$ 4.00	$ 0.01
6-2in PVC Conduits SCH40	UM50-P-2E	$ 6.00	$ 0.01
3in PVC Conduit SCH40	UM50-P-3	$ 1.00	$ 0.01
2-3in PVC Conduits SCH40	UM50-P-3A	$ 1.90	$ 0.01
3-3in PVC Conduits SCH40	UM50-P-3B	$ 2.50	$ 0.01

4-3in PVC Conduits SCH40	UM50-P-3C	$	3.00	$	0.01
5-3in PVC Conduits SCH40	UM50-P-3D	$	3.50	$	0.01
4in PVC Conduit SCH40	UM50-P-4	$	1.10	$	0.01
4in PVC Conduit SCH40 for Comm.	UM50-P-4 COMM	$	1.10	$	0.01
2-4in PVC SCH40	UM50-P-4A	$	2.10	$	0.01
2-4in PVC SCH40 Communications	UM50-P-4A COMM	$	2.10	$	0.01
3-4in PVC Conduits SCH40	UM50-P-4B	$	3.00	$	0.01
4-4in PVC Conduits SCH40	UM50-P-4C	$	4.00	$	0.01
5-4in PVC Conduits SCH40	UM50-P-4D	$	5.00	$	0.01
6-4in PVC Conduits SCH40	UM50-P-4E	$	6.00	$	0.01
8-4in PVC Conduits SCH40	UM50-P-4G	$	8.00	$	0.01
12-4in PVC Conduits SCH40	UM50-P-4K	$	15.00	$	0.01
6in PVC Conduit SCH40	UM50-P-6	$	1.00	$	0.01
2-6in PVC Conduit SCH40	UM50-P-6A	$	4.00	$	0.01
3-6in PVC Conduit SCH40	UM50-P-6B	$	6.00	$	0.01
4-6in PVC Conduit SCH40	UM50-P-6C	$	8.00	$	0.01
5-6in PVC Conduit SCH40	UM50-P-6D	$	10.00	$	0.01
6-6in PVC Conduit SCH40	UM50-P-6E	$	15.00	$	0.01
7-6in PVC Conduit SCH40	UM50-P-6F	$	19.00	$	0.01
8-6in PVC Conduit SCH40	UM50-P-6G	$	20.00	$	0.01
10-6in PVC Conduit SCH40	UM50-P-6I	$	24.00	$	0.01
2in PVC Conduit Plug	UM50-PLUG-2	$	1.00	$	0.01
4in PVC Conduit Plug	UM50-PLUG-4	$	1.00	$	0.01
6in PVC Conduit Plug	UM50-PLUG-6	$	2.00	$	0.01
1in 90 Degree PVC Elbow	UM90-P-1	$	2.00	$	0.01
2in PVC Conduit 90	UM90-P-2	$	4.00	$	0.01
3in PVC Conduit 90 - 24in radius	UM90-P-3-24in	$	4.00	$	0.01
3in PVC Conduit 90 - 48in radius	UM90-P-3-48in	$	5.00	$	0.01
4in PVC Conduit 90 - 24in radius	UM90-P-4-24in	$	5.00	$	0.01
4in PVC Conduit 90 - 36in radius	UM90-P-4-36in	$	7.00	$	0.01
4in PVC Conduit 90 - 48in radius	UM90-P-4-48in	$	8.00	$	0.01
6in 90 Degree PVC Elbow	UM90-P-6	$	10.00	$	0.01
1in Rigid Steel 90 deg	UM90-S-1	$	0.25	$	0.01
2in Rigid Steel 90 (36in long rad.)	UM90-S-2	$	5.00	$	0.01
3in Rigid Steel 90 (36in long rad.)	UM90-S-3in-36in	$	5.00	$	0.01
3in Rigid Steel 90 (48in long rad.)	UM90-S-3in-48in	$	6.00	$	0.01
4in Rigid Steel 90 (36in radius)	UM90-S-4in-36in	$	10.00	$	0.01
4' Rigid Steel 90 (48in Radius)	UM90-S-4in-48in	$	15.00	$	0.01
6in Rigid Steel 90 (60in Radius)	UM90-S-6in-60in	$	35.00	$	0.01
Directional Bore - 1-4" UD Trenchless	URTB4	$	120.00	$	0.01
10-4in & 2-2inUD Trenchless Bore **LABOR COST OUT OF DATE**	URTB4(10) 2(2)	$	348.00	$	0.01
8-4in and 2-2in Trenchless Bore **LABOR COST OUT OF DATE**	URTB4(8) 2(2)	$	325.00	$	0.01
Directional Bore - 2-4in UD Trenchless	URTB4A	$	138.00	$	0.01
Directional Bore - 3-4in UD Trenchless	URTB4B	$	148.00	$	0.01

2in PVC Conduit Bell Conduit	UM50-BELL2	$ 0.10	$ 0.01
4in PVC Conduit Coupling	UM50-COUPLING-4	$ 0.20	$ 0.01
3in PVC Conduit Bell End	UM50-BELL3	$ 0.10	$ 0.01
4in PVC Conduit Bell End	UM50-BELL4	$ 0.10	$ 0.01
6in PVC Conduit Bell End	UM50-BELL6	$ 0.20	$ 0.01
PVC Hot Glue	UM-GLUE	$ 1.00	$ 0.01
2in PVC Conduit Coupling	UM50-COUPLING-2	$ 0.10	$ 0.01
3in PVC Conduit Coupling	UM50-COUPLING-3	$ 0.10	$ 0.01
6in PVC Conduit Coupling	UM50-COUPLING-6	$ 0.20	$ 0.01
3in 45 Degree PVC Elbow - 48in radius	UM45-P-3-48	$ 6.00	$ 0.01
3in 45 degree PVC Elbow - 24in radius	UM45-P-3-24in	$ 4.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-6	$ 198.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-12	$ 300.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-18	$ 700.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-24	$ 1,098.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-30	$ 1,348.00	$ 0.01
Bore - Steel Casing - Add Conduit	URTBore-36	$ 1,748.00	$ 0.01
4' HDPE-SDR-11 Conduit	UM50-HDPE-4	$ 2.00	$ 0.01
Transition Coupling - 4in - HDPE-PVC	UM50-Coupling-HDPE-4	$ 20.00	$ 0.01
Directional Bore	URTB4-18 (5)	$ 348.00	$ 0.01
Directional Bore - 24 inch	URTB4-24 (10)	$ 498.00	$ 0.01
3-2in UD Trenchless bore	URTB2B	$ 120.00	$ 0.01
Subtotals for Conduit Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 8,148.29**	**$ 0.97**

Pad Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
Single-Phase Pre-cast Transformer Pad	UM1-5 PC	$ 350.00	$ 190.00
1Ph Concrete Junction Box Pad	UM1-5C-JB	$ 600.00	$ 398.80
1 Ph Trans Type 1 Pad with adjacent Meter Pedestal	UM1-5C-T1P	$ 600.00	$ 398.80
1 Ph Transformer Pad	UM1-5C-TA	$ 600.00	$ 398.80
3-Phase Junction Box Pad 200 or 600 AMP	UM1-6C-JB	$ 950.00	$ 398.80
Switch Gear Pad 100" X 86"	UM1-6C-SA	$ 950.00	$ 398.80
Pre-Cast Pad - Switchgear	UM1-6C-SA - Pre-Cast	$ 678.40	$ 298.80
Pre-Cast Pad - Switchgear PVI-52	UM1-6C-SA - PVI-52	$ 678.40	$ 298.80
Pre-Cast Pad - Switchgear PVI62F	UM1-6C-SA - PVI62F	$ 678.40	$ 298.80
Switch Gear Pad 174" X 136"	UM1-6C-SA1	$ 1,250.00	$ 398.80
3-Phase Concrete Transformer Pad (75 - 500kVA)	UM1-6C-TA	$ 950.00	$ 408.70
3-Phase Concrete Transformer Pad (75 - 500kVA)	UM1-6C-TA1	$ 950.00	$ 408.70
3-Phase Concrete Transformer Pad (750 - 2500kVA)	UM1-6C-TA2	$ 1,250.00	$ 408.70
1PH Vacuum Switch Pad	UM1-6A-VS	$ 435.20	$ 398.80
SWG Pad with 4x8 Pullbox Underneath	UM1-6C-SA-PB	$ 3,990.00	$ 1,950.00
SWG pad with 4x8 pullbox underneath	UM1-6A-SA-PB	$ 3,990.00	$ 1,950.00

Primary Meter Pad with 4x8 pull box underneath	UM1-6A-PM-PB	$ 3,990.00	$ 1,950.00
1 Ph Trans Type 2 Pad with adjacent Meter Pedestal	UM1-5C-T2P	$ 600.00	$ 398.80
Subtotals for Pad Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 23,490.40**	**$ 11,352.90**

Pad Mounted Transformer Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
1Ph 25kVA DV Loop Feed 120/240 - Type 1	UDVG7-10 25kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 25kVA DV Loop Feed 120/240 Type 2	UDVG7-10 25 kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 37.5kVA DV Loop Feed 120/240	UDVG7-10 37.5 kVA 120/240	$ 498.00	$ 398.00
1Ph 50kVA DV Loop Feed 120/240 - Type 1	UDVG7-10 50 120/240 Type 1	$ 498.00	$ 398.00
1Ph 50kVA DV Loop Feed 120/240	UDVG7-10 50 kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 75kVA DV Loop Feed 120/240 - Type 1	UDVG7-10 75 120/240 Type 1	$ 498.00	$ 398.00
1Ph 75kVA DV Loop Feed 120/240	UDVG7-10 75 kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 100kVA DV Loop Feed 120/240 Type 1	UDVG7-10 100kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 100kVA DV Loop Feed 120/240 Type 2	UDVG7-10 100kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 167 kVA DV Loop Feed 240/120V - Type 1	UDVG7-10 167kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 167kVA DV Loop Feed 120/240 Type 2	UDVG7-10 167kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 25kVA XFMR/Vacuum Switch Combo 120/240 Type 2	UDVG7-10-3E 25 kVA 120/240 Type 2	$ 498.00	$ 398.00
1Ph 25kVA XFMR/Vacuum Switch Combo Type 1 - RETIRE ONLY	USVG7-10-3E 25 kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 25kVA DV Loop Feed 240/480	UDVG7-11 25 kVA 240/480 Type 2	$ 498.00	$ 398.00
3PH 75kVA DV Loop Feed 120/208	UDVG7-12 75 kVA 120/208	$ 650.00	$ 650.00
3 Ph 112.5kVA DV Loop Feed 120/208	UDVG7-12 112.5 KVA 120/208	$ 650.00	$ 650.00
3Ph 150kVA DV Loop Feed 120/208	UDVG7-12 150 kVA 120/208	$ 650.00	$ 650.00
3Ph 225kVA DV Loop Feed 120/208	UDVG7-12 225 kVA 120/208	$ 650.00	$ 650.00
3 PH 300KVA DV Loop Feed 120/208	UDVG7-12 300 KVA 120/208	$ 650.00	$ 650.00
3PH 500kVA DV Loop Feed 120/208	UDVG7-12 500 kVA 120/208	$ 650.00	$ 650.00
3PH 750kVA DV Loop Feed 120/208	UDVG7-12 750 kVA 120/208	$ 2,500.00	$ 1,800.00

3PH 1000 KVA Loop Feed 120/208	UDVG7-12 1000 KVA 120/208	$ 2,725.00	$ 2,000.00
3PH 1500 KVA Loop Feed 120/208	UDVG7-12 1500 kVA 120/208	$ 2,725.00	$ 2,000.00
3Ph 150kVA DV Loop Feed 120/240	UDVG7-14 150 kVA 120/240 **XFMR has a cost of zero	$ 650.00	$ 650.00
3Ph 225kVA DV Loop Feed 120/240	UDVG7-14 225 kVA 120/240 **XFMR has a cost of zero	$ 650.00	$ 650.00
3Ph 75kVA DV Loop Feed 277/480	UDVG7-21 75 kVA 277/480	$ 650.00	$ 650.00
3Ph 112.5kVA DV Loop Feed 277/480	UDVG7-21 112.5 kVA 277/480	$ 650.00	$ 650.00
3Ph 150 kVA DV Loop Feed 480Y/277V	UDVG7-21 150 Kva 277/480	$ 650.00	$ 650.00
3Ph 225kVA DV Loop Feed 480/277	UDVG7-21 225 kVA 277/480	$ 650.00	$ 650.00
3Ph 300 kVA DV Loop Feed 277/480	UDVG7-21 300 kVA 277/480	$ 650.00	$ 650.00
3PH 500 KVA DV Loop Feed 480/277	UDVG7-21 500 kVA	$ 650.00	$ 650.00
3Ph 750kVA DV Loop Feed 277/480	UDVG7-21 750kVA 277/480	$ 2,500.00	$ 1,800.00
3PH 1000kVa DV Loop Feed 277/480	UDVG7-21 1000kVA 277/480	$ 2,725.00	$ 2,000.00
3PH 1500 kVA DV Loop Feed 277/480	UDVG7-21 1500kVA 277/480	$ 2,725.00	$ 2,000.00
3PH 2000kVA Loop Feed 277/480	UDVG7-21 2000kVA	$ 3,000.00	$ 2,000.00
3PH 2500kVA Loop Feed 277/480	UDVG7-21 2500kVA 277/480	$ 3,000.00	$ 2,000.00
1Ph 25kVA 14.4 Loop Feed 120/240 - Type 1	USVG7-10 25kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 50kVA 14.4 Loop Feed 120/240 - Type 1	USVG7-10 50kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 75kVA 14.4 Loop Feed 120/240 - Type 1	USVG7-10 75kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 100kVA 14.4 Loop Feed 120/240 Type 1	USVG7-10 100kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 167kVA 14.4 Loop Feed 120/240 Type 1	USVG7-10 167kVA 120/240 Type 1	$ 498.00	$ 398.00
1Ph 25kVA 14.4 Loop Feed 240/480V Type 1	USVG7-11 25 kVA 240/480 **XFMR has a cost of zero**	$ 498.00	$ 398.00
3PH 75kVA 14.4 Loop Feed 120/208	USVG7-12 75 kVA 120/208	$ 650.00	$ 650.00
3Ph 150kVA 14.4 Loop Feed 120/208	USVG7-12 150 kVA 120/208	$ 650.00	$ 650.00
3 PH 300KVA 14.4 Loop Feed 120/208	USVG7-12 300 KVA 120/208	$ 650.00	$ 650.00
3PH 500kVA 14.4 Loop Feed 120/208	USVG7-12 500 kVA 120/208	$ 650.00	$ 650.00

3PH 750kVA 14.4 Loop Feed 208/120	USVG7-12 750 kVA 120/208	$ 2,500.00	$ 1,800.00
3PH 1000 KVA 14.4 Loop Feed 120/208	USVG7-12 1000 KVA 120/208	$ 2,725.00	$ 2,000.00
3PH 1500 KVA 14.4 Loop Feed 120/208	USVG7-12 1500 kVA 120/208 **NO MATERIAL FOR SV CURRENTLY DV**	$ 2,725.00	$ 2,000.00
3Ph 75kVA 14.4 Loop Feed 277/480	USVG7-21 75 kVA 277/480	$ 650.00	$ 650.00
3Ph 150 kVA 14.4 Loop Feed 277/480	USVG7-21 150 kVA 277/480	$ 650.00	$ 650.00
3Ph 300kVA 14.4 Loop Feed 277/480	USVG7-21 300 kVA 277/480	$ 650.00	$ 650.00
3PH 500KVA 14.4 Loop Feed 277/480	USVG7-21 500 kVA 277/480	$ 650.00	$ 650.00
3Ph 750kVA 14.4 Loop Feed 277/480	USVG7-21 750kVA 277/480	$ 2,500.00	$ 1,800.00
3PH 1000kVa 14.4 Loop Feed 277/480	USVG7-21 1000kVA 277/480	$ 2,725.00	$ 2,000.00
3PH 1500 kVA 14.4 Loop Feed 277/480	USVG7-21 1500kVA 277/480	$ 2,725.00	$ 2,000.00
3PH 2000kVA 14.4 Loop Feed 277/480	USVG7-21 2000kVA 277/480	$ 3,000.00	$ 2,000.00
3PH 2500kVA 14.4 Loop Feed 277/480	USVG7-21 2500kVA 277/480	$ 3,000.00	$ 2,000.00
Subtotals for Pad Mounted Transformer Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 68,060.00**	**$ 53,460.00**

Street Lighting Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
12ft Antique St Lgt 40W LED	USL-12-AR	$ 500.00	$ 500.00
25ft-- AL-- Streetlight Pole	USL-25-BA 40W	$ 600.00	$ 600.00
35ft Streetlight Pole	USL-35-BA 40W LED	$ 800.00	$ 800.00
120W--LED-- 35ft Streetlight-- 6ft Arm	USL-35-BA 120W AL Single	$ 800.00	$ 800.00
35ft St Lgt-- Brushed Alu-- 120W	USL-35-AL Double arm	$ 800.00	$ 800.00
Helix SL Foundation in Soil	USL-CF-A	$ 898.00	$ 600.00
Helix SL Foundation in Rock	USL-CF-AR	$ 1,098.00	$ 775.00
Streetlight-- Arm-- Grounded	USL-35-BA GROUND	$ 100.00	$ 100.00
Concrete Streetlight Foundation in Rock (24" Dia. X 84" Dep.)	USL-CF-BR	$ 1,499.00	$ 975.00
Concrete Streetlight Foundation (24" Dia. X 84" Dep.)	USL-CF-B	$ 998.00	$ 775.00
8 ft Arm Cobra St. Lgt LED	M26-5C-8-40W	$ 300.00	$ 300.00
8 ft Arm Cobra St. Lgt LED	M26-5C-8-120W	$ 300.00	$ 300.00
16 Arm w/ 100W Nema Sec Light	M26-5S-16-100W *Retire Only*	NB	$ 500.00
2ft Arm w/ 100W Nema Sec Lgt	M26-5S-2-100W *Retire Only*	NB	$ 300.00

8ft Arm w/ 100W Nema Sec Lgt	M26-5S-8-100W *Retire Only*	NB	$ 300.00
Street Light Head Only	SL-H	$ 150.00	$ 150.00
Cobra LED Streetlight - Flat Style	M26-BARN	$ 150.00	$ 150.00
2 ft Arm for Streetlight	M26-2-ARM	$ 100.00	$ 100.00
Subtotals for Street Lighting Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 9,093.00**	**$ 8,825.00**

Switch and Enclosure Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
Secondary J-Box Connector Block	UJ1-4	$ 20.00	$ 20.00
Secondary J-Box Connector Block	UJ1-6	$ 20.00	$ 20.00
Secondary J-Box Connector Block	UJ1-6-500	$ 20.00	$ 20.00
Secondary Meter Pedestal-- No Sockets	UM1-5C	$ 175.00	$ 150.00
Meter Pedestal 320 Amp Secondary	UK5-320 MP	$ 175.00	$ 150.00
Milbank Pedestal for 1 Meter	UK5-MP-2	$ 175.00	$ 125.00
Milbank Pedestal for 2 Meters	UK5-MP-3	$ 175.00	$ 125.00
Hand Hole Junction 17" x 30"	UK6	$ 200.00	$ 125.00
Streetlight Junction Box - Small - 12"	UK6-12	$ 125.00	$ 100.00
Hand Hole Junction 13" x 24"	UK6-SL	$ 125.00	$ 100.00
Concrete Pad for Secondary Meter Pedestal	UM1-5C-SP	$ 435.20	$ 398.80
1-Phase Junction Box	UM3-14	$ 400.00	$ 300.00
Junction Box - 3-Phase	UM33	$ 525.00	$ 420.00
Single-Phase Pad-Mounted Vacuum Switch	UM3E-1A	$ 189.00	$ 141.75
Switchgear- SPRAM45 4S-Buss Tie 27kV	UM3E-3-10T	$ 700.00	$ 450.00
3Ph Pad-Mount Switchgear (3-Source - 1 Load)	UM3E-3-11	$ 700.00	$ 450.00
3Ph Pad-Mount Switchgear 1 source 3-LOAD 200 Amp	UM3E-3-12	$ 700.00	$ 450.00
3Ph Pad-Mounted Switchgear 2 Source & NO Load Compa	UM3E-3-52	$ 700.00	$ 450.00
3Ph Pad-Mounted Switchgear 2 Source & 4 Load Compa	UM3E-3-62	$ 700.00	$ 450.00
3Ph Pad-Mount Switchgear (2-Source - 2 Load)	UM3E-3-9	$ 700.00	$ 450.00
Retire - 3 Point Junction 200A (U-strap)	UM6-21 15A	NB	$ 120.00
Retire - 3 Point Junction 200A (Galv-brkt)	UM6-21 15B	NB	$ 120.00
3 Point Junction 200A JBox (U-strap)	UM6-21 25A	$ 120.00	$ 120.00
3 Point Junction 200A Pull Box (Galv-brkt)	UM6-21 25B	$ 120.00	$ 120.00
Retire - 4 Point Junction 200A (Galv-brkt)	UM6-22 15B	$ 120.00	$ 120.00
4 Point Junction 200A JBox (U-strap)	UM6-22 25A	$ 120.00	$ 120.00
4 Point Junction 200A Pull Box(Galv-brkt)	UM6-22 25B	$ 120.00	$ 120.00
3 Point Junction 600A Pull Box w/Brackets	UM6-23	$ 120.00	$ 120.00
4 Point Junction 600A JBox W/ Brackets	UM6-23-4	$ 120.00	$ 120.00
4 Point Junction 600A Pull Box W/ Brackets	UM6-23-5	$ 120.00	$ 120.00
Primary Pull Box (Closed Bottom)	UM-PB	$ 2,500.00	$ 1,500.00

Protective Bollard Installation	UMPB1.1	$ 150.00	$ 75.00
Communications Pull Box	UM-PB-COMM	$ 630.00	$ 315.00
4'X8'X4' Concrete Pull Box in Rock	UM-PB-CR	$ 2,500.00	$ 1,500.00
3Ph Pad-Mount Switchgear (2-Source - 2 Load) 600A (SD)	UM3E-3-9 600A (SD)	$ 700.00	$ 450.00
3Ph Pad-Mounted Switchgear 2 Source & 4 Load (SD)	UM3E-3-62 600A (SD)	$ 700.00	$ 450.00
Pull Box - Lid	UM-PB-LID	$ 200.00	$ 200.00
3Ph Pad-Mounted ATS 2 Source & 4 Load	UM3E-3-62 ATS	$ 700.00	$ 450.00
3Ph Pad-Mount Switchgear (2-Source - 2 Load) 600A	UM3E-3-9 600A	$ 700.00	$ 450.00
Junction Box-- Secondary Aboveground-- 3Ph-- w/4 connectors	UK5-3	$ 250.00	$ 150.00
Junction Box-- Secondary Aboveground-- 1Ph-- w/3 connectors	UK5-1	$ 175.00	$ 100.00
27 kV 6 Way SF6 Gas Switch	UM1-6C-ATS	$ 675.00	$ 675.00
Junction Box -- Secondary -- Milbank Tap Can	UK5-5	$ 150.00	$ 75.00
3Ph Pad-Mount Switchgear (3-Source - 1 600A Load)	UM3E-3-11-600Amp	$ 700.00	$ 450.00
Primary Pull Box 2' Extension	UM-PB-EXT	$ 900.00	$ 300.00
Primary Pull Box (Closed Bottom) -- 4X8X6	UM-PB-DEEP	$ 3,400.00	$ 2,000.00
GROUND SLEEVE FOR JUNCTION BOX 20 IN X 66 IN X 22 IN	UM-JB-EXT	$ 300.00	$ 300.00
Subtotals for Switch and Enclosure Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 23,249.20**	**$ 15,535.55**

Underground Units

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
3Ph #1/0 Urd. Riser Pole	GUC1-1/0	$ 3,498.00	$ 3,498.00
3Ph Primary Riser- 4in	GUC6-4	$ 2,998.00	$ 2,998.00
GUC6 (1000) Part 1	GUC6 (1000) Part 1	$ 3,800.00	$ 3,800.00
GUC6 (1000) Part 2	GUC6 (1000) Part 2	$ 1,800.00	$ 1,800.00
#1/0 Single Phase Underground Unit	UA1 #1/0	$ 1,448.00	$ 1,448.00
#4/0 Single Phase Underground Unit	UA1 #4/0	$ 1,448.00	$ 1,448.00
VPh #1/0 Urd. Riser Pole	UB1-1/0	$ 1,448.00	$ 1,448.00
Three-Phase 4/0 Riser	UC6 (4/0)	$ 3,998.00	$ 3,998.00
UC6 (500) - Part 1	UC6 (500) - Part 1	$ 3,800.00	$ 3,800.00
UC6 Riser - Concrete or Steel Pole - Part 1	UC6 Concr-Steel Pole - Part 1	$ 3,800.00	$ 3,800.00
UC6 Riser - Concrete or Steel Pole - Part 2	UC6 Concr-Steel Pole - Part 2	$ 1,800.00	$ 1,800.00
#1/0 Al 15kV Cable	UD#1/0 Al 15kV	$ 1,990.00	$ 2,100.00
#1/0 Al 25kV Cable	UD#1/0 Al 25kV	$ 1,990.00	$ 2,100.00
#1/0 Al QPLX Cable	UD#1/0 Al QPLX	$ 1,500.00	$ 1,500.00
#1/0 Al TPLX Cable	UD#1/0 Al TPLX	$ 1,500.00	$ 1,500.00
#1000 MCM AL 25kV	UD#1000 MCM Al 25kV	$ 4,380.00	$ 4,380.00
#12-2 Cu URD Secondary Cable	UD#12-2 CU	$ 840.00	$ 530.00
#12-3 Cu URD Secondary Cable	UD#12-3 CU	$ 840.00	$ 530.00
#350 MCM AL Urd. Sec. Cable	UD#350 MCM AL	$ 1,500.00	$ 1,500.00
#350 MCM Al QPLX Cable	UD#350MCM Al QPLX	$ 1,800.00	$ 1,800.00
#350 MCM Al TPLX Conductor	UD#350MCM Al TPLX	$ 1,700.00	$ 1,700.00

#4 Aluminum Duplex Cable	UD#4 AL DUPLEX	$ 840.00	$ 840.00
#4 Duplex 2kV	UD#4 Duplex 2kV	$ 840.00	$ 840.00
#4/0 Al 25kV Cable	UD#4/0 Al 25kV	$ 1,990.00	$ 2,100.00
#4/0 Al QPLX Cable	UD#4/0 Al QPLX	$ 1,500.00	$ 1,500.00
#4/0 Al TPLX Cable	UD#4/0 Al TPLX	$ 1,500.00	$ 1,500.00
#500 MCM Al TPLX "Rider"	UD#500 MCM Al TPLX	$ 1,700.00	$ 1,700.00
#500MCM Cu 25kV Cable Urd.	UD#500MCM 25kV Cu	$ 3,000.00	$ 3,000.00
#500 MCM Al QPLX Cable	UD#500MCM Al QPLX	$ 1,700.00	$ 1,700.00
#500 MCM Cu QPLX	UD#500MCM Cu QPLX	$ 1,700.00	$ 1,700.00
#750 MCM Al QPLX Cable	UD#750MCM Al QPLX	$ 2,000.00	$ 2,000.00
(3) #1/0 Al 25kV Urd. Cable	UD3 #1/0 Al 25kV	$ 3,000.00	$ 3,100.00
3-#4/0 Al 25kV Urd. Cable	UD3 #4/0 Al 25kV	$ 3,490.00	$ 3,490.00
3-#500 MCM Cu 25kV Urd. Cable	UD3 #500MCM 25kV	$ 3,490.00	$ 3,490.00
3-#1000MCM Al 25kV Urd. Cable	UD3-1000MCM 25kV	$ 8,500.00	$ 8,500.00
Electronic Marker Ball	UGDEM1.1	$ 10.00	$ 0.25
Meter Pedestal-- (1) 200A Meter Cans	UM8-200-MP1	$ 175.00	$ 125.00
Meter Pedestal-- (2) 200A Meter Cans	UM8-200-MP2	$ 200.00	$ 150.00
Meter Pedestal-- (1) 320A Meter Cans	UM8-320-MP1	$ 200.00	$ 150.00
Meter Pedestal-- (2) 320A Meter Cans	UM8-320-MP2	$ 210.00	$ 170.00
Warning Sign - DANGER	UM12-1	$ 10.00	$ 0.25
1Ph- Grounding Assembly	UM48-1	$ 30.00	$ 1.00
Underground Secondary Riser - 2 Conduit"	UM5-2	$ 300.00	$ 200.00
Red "A" Phase UD Cable Tag	UM52-3 (A)	$ 30.00	$ 5.00
White "B" Phase UD Cable Tag	UM52-3 (B)	$ 30.00	$ 5.00
"Blue" UD Cable Tag	UM52-3 (Blue)	$ 30.00	$ 5.00
Blue "C" Phase UD Cable Tag	UM52-3 (C)	$ 30.00	$ 5.00
"Red" UD Cable Tag	UM52-3 (Red)	$ 30.00	$ 5.00
"White" UD Cable Tag	UM52-3 (White)	$ 30.00	$ 5.00
200A 1/0 Load-Break Elbow	UM6-1 1/0	$ 148.00	$ 30.00
200A 4/0 Load-Break Elbow	UM6-1 4/0	$ 148.00	$ 30.00
200A Insulated Protective Cap	UM6-10	$ 20.00	$ 12.00
600A Insulated Protective Cap	UM6-11	$ 20.00	$ 12.00
200A Load Break Insert	UM6-13	$ 30.00	$ 12.00
600A Load Break Insert	UM6-14	$ 30.00	$ 12.00
200A Standoff Insulator	UM6-15	$ 10.00	$ 5.00
Insulating Plug 600A Connector	UM6-17	$ 10.00	$ 5.00
Parking Stand- 25 kV- Feed through	UM6-19	$ 20.00	$ 10.00
Termination Kit- #1/0 Al- 25 kV	UM6-24 #1/0	$ 148.00	$ 30.00
Termination Kit- #4/0 Al- 25 kV	UM6-24 #4/0	$ 148.00	$ 30.00
Termination kit- 1000 MCM Al- 25kV	UM6-24 (1000)	$ 170.00	$ 50.00
Splicing Kit- 1000 Al- 25kV	UM6-28 (1000)	$ 550.00	$ 50.00
Splicing Kit- 500 MCM- 25kV	UM6-28 (500)	$ 400.00	$ 50.00
Splicing Kit- 1/0- 25kV	UM6-28 1/0	$ 350.00	$ 50.00
Splicing Kit- #4/0 25 kV	UM6-28 4/0	$ 350.00	$ 50.00

600A Load Break T Body Elbow #500 MCM	UM6-3	$ 150.00	$ 150.00
600A Load Break T Body Elbow #1000MCM Al	UM6-3 1000	$ 240.00	$ 60.00
Load Break Elbow Surge Arrester	UM6-34	$ 75.00	$ 20.00
Bushing Extender 25kV	UM6-37	$ 30.00	$ 10.00
Loadbreak Reducing Tap Plug 25kV	UM6-38	$ 30.00	$ 10.00
Fault Indicator 200 Amp- Underground Cable- FCI Load Tracker LM URD =0.8" to 1.6" cable	UM6-4 200	$ 40.00	$ 20.00
Fault Indicator 200 Amp- Underground Cable FCI Load Tracker LM URD =1.6" to 2.6"	UM6-4 600	$ 50.00	$ 20.00
Fault Indicator at Transformer - Navigator LM Overhead= .30" to 1.25" cable	UM6-4 XFMR	$ 40.00	$ 20.00
5/8 Ground Rod"	UM6-6	$ 50.00	$ 20.00
3Ph URD 1000:5CT Meter 480/277	UM8-12A 1000:5	$ 250.00	$ 140.00
3Ph Urd 1200:5CT Meter 480/277	UM8-12A 1200:5	$ 275.00	$ 135.00
3Ph Urd 2000:5CT Meter 480/277	UM8-12A 2000:5	$ 290.00	$ 175.00
3Ph Urd 500:5CT Meter 480/277	UM8-12A 500:5	$ 225.00	$ 135.00
1Ph. 200A Urd. Meter with disconnect	UM8-200A	$ 40.00	$ 15.00
1Ph 120/240V 200A Meter for Apartment	UM8-200A APT 120/240	$ 40.00	$ 15.00
Metering Package-- 1Ph-- 120/240V-- 800A Bus-- 600:5 HACT	UM8-20B TS 600A	$ 145.00	$ 135.00
Metering Package-- 1Ph-- 120/240V-- 800A Bus-- 600:5 HACT	UM8-20B TS 800A	$ 145.00	$ 135.00
200A URD Meter Pedestal	UM8-3	$ 200.00	$ 80.00
1Ph 320A Urd Meter (building)	UM8-320A	$ 200.00	$ 80.00
3Ph 4W 200A Urd Meter	UM8-7-200A	$ 230.00	$ 75.00
Meter Can for 3Ph. 4W 200A Urd Meter	UM8-7-200A METER CAN W/O BYPASS	$ 200.00	$ 75.00
3Ph 20A Transocket 500:5 600 Amp Bus	UM8-7-20B TS 500:5 (600A)	$ 250.00	$ 125.00
3Ph 20A Transocket 600:5 800 Amp Bus	UM8-7-20B TS 600:5 (800A)	$ 300.00	$ 150.00
Meter Can for 3Ph. 4W 320A Urd Meter	UM8-7-320A METER CAN	$ 125.00	$ 75.00
Repeater for AMI Metering - 1 unit per 20 homes 1 unit per commercial 1 unit per 20 apartments (multi-family)	UM-AMI-INFR	$ 40.00	$ 30.00
Barricade Tape - Red Caution	UM-BARRICADE TAPE	$ 1.00	$ 0.01
Cable Cleaner- CRC 02064	UM-CBLCLNR	$ 45.00	$ 0.01
Fire Proof Glass Tape	UM-FPGT	$ 60.00	$ 0.01
Grounding Detail- Manhole and Pull Box	UM-GND	$ 100.00	$ 50.00
8'X12'X8' Quickset Manhole - RETIRE ONLY	UM-MH2	NB	$ 7,500.00
Oldcastle 10'9"x10'9"x7' Octagonal MH- 4-WAY-MH-3P - RETIRE ONLY	UM-MH3	NB	$ 7,500.00
Oldcastle 9'x11'x8.5' MH-810-EL - RETIRE ONLY	UM-MH4	NB	$ 7,500.00
URD Enclosures Locks	UM-Padlock	$ 20.00	$ 5.00
Electrical Tape - 4 Colored Rolls	UM-TAPE	$ 12.00	$ 5.00
Conduit Encasement - Flowable Backfill - 36inW	UR3C (36in)	$ 10.00	$ 0.01
24inW Trench Bedding - Sand Delivered to Site	UR3D (24in)	$ 5.00	$ 0.01
12inW Trench Bedding - Sand Delivered to Site	UR3D (12in)	$ 4.00	$ 0.01
Conduit Encasement - Flowable Backfill - 8inW	UR3C (8in)	$ 6.00	$ 0.01
Conduit Encasement - Flowable Backfill - 84inW	UR3C (84in)	$ 15.00	$ 0.01

Conduit Encasement - Flowable Backfill - 60inW	UR3C (60in)	$	12.00	$	0.01
Grass Placement Hydromulch (per sq yd)	UR4GS	$	10.00	$	0.01
Cable Rack 14 Single Phase"	URCR-14	$	120.00	$	50.00
Cable Rack 20 3 Phase"	URCR-20	$	120.00	$	50.00
36inW Trench Bedding - Sand Delivered to Site	UR3D (36in)	$	6.00	$	0.01
2 Secondary Riser Conduit"	UM5 Riser Conduit - 2in	$	300.00	$	250.00
3 Secondary Riser Conduit"	UM5 Riser Conduit - 3in	$	350.00	$	300.00
3000ft Mule Tape	Pull Tape - 2500 lb	$	1.00	$	1.00
Conduit Encasement - Flowable Backfill - 24inW	UR3C (24in)	$	10.00	$	0.01
8inW Trench Bedding - Sand Delivered to Site	UR3D (8in)	$	3.00	$	0.01
Three-Phase Primary 1/0 Riser	UC6 (1/0)	$	3,210.00	$	3,210.00
Conduit Encasement - Flowable Backfill - 48inW	UR3C (48in)	$	12.00	$	0.01
Conduit Encasement - Flowable Backfill - 72inW	UR3C (72in)	$	14.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (42"x8")	$	8.50	$	0.01
Soil Trenching Assembly Unit	UR2-S (48"x8")	$	5.50	$	0.01
Rock Trenching Assembly Unit	UR2-R (30"x12")	$	11.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (30"x8")	$	5.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (48"x12")	$	16.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (30"x12")	$	6.50	$	0.01
Rock Trenching Assembly Unit	UR2-R (54.1"-96"x12")	$	49.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (42"x8")	$	5.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (48.1"-54"x24")	$	75.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (42"x12")	$	7.50	$	0.01
Rock Trenching Assembly Unit	UR2-R (96.1"-144"x24")	$	198.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (144.1"-180"x36")	$	490.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (48"x12")	$	8.50	$	0.01
Soil Trenching Assembly Unit	UR2-S (48.1"-54"x12")	$	9.50	$	0.01
Soil Trenching Assembly Unit	UR2-S (54.1"-96"x12")	$	15.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (48"x24")	$	14.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (48.1"-54"x24")	$	15.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (54.1"-96"x24")	$	39.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (96.1"-144"x24")	$	60.00	$	0.01
Soil Trenching Assembly Unit	UR2-S (144.1"-180"x36")	$	160.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (54.1"-96"x24")	$	130.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (48.1"-54"x12")	$	22.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (48"x8")	$	11.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (48"x24")	$	68.00	$	0.01
Rock Trenching Assembly Unit	UR2-R (42"x12")	$	14.00	$	0.01
Rock Hand Trenching Assembly Unit	UR2-RHD (1 cubic foot)	$	20.00	$	0.01
Soil Hand Trenching Assembly Unit	UR2-SHD (1 cubic foot)	$	12.00	$	0.01
Conduit Encasement - Flowable Backfill - 12inW	UR3C (12in)	$	8.00	$	0.01
3/8in Rock - 24inW - Labor Only	UR3-24 Rock LO	$	5.00	$	0.01
Bedding Sand - 8in W	UR3 (8in)	$	6.00	$	0.01
Bedding Sand - 84inW	UR3 (84in)	$	20.00	$	0.01

Bedding Sand - 72inW	UR3 (72in)	$	18.00	$	0.01
Bedding Sand - 60inW	UR3 (60in)	$	16.00	$	0.01
Bedding Sand - 48inW	UR3 (48in)	$	14.00	$	0.01
Bedding Sand - 36in W	UR3 (36in)	$	12.00	$	0.01
Bedding Sand - 24in W	UR3 (24in)	$	9.00	$	0.01
Bedding Sand - 12in W	UR3 (12in)	$	7.00	$	0.01
Socket-- Meter-- 1 Ph-- 320 Amp-- 4 Ter	UM8-320A SOCKET	$	115.00	$	100.00
Hand Dig (one foot)	UR-HAND	$	30.00	$	1.00
6" Secondary Riser	UM5-6	$	400.00	$	400.00
3" Secondary Riser Terminal	UM5-3	$	300.00	$	300.00
4" Secondary Riser Terminal	UM5-4	$	400.00	$	200.00
Three Phase Riser - 500MCM - Main Line (W/ SBD)	UC6-M (500)	$	2,499.00	$	2,299.00
3Ph Primary Riser- 4in - Main Line (W/ SBD)	GUC6-4-M	$	2,699.00	$	2,499.00
Three Phase Parallel Riser (4" PVC)	GUC6-2X	$	4,900.00	$	4,900.00
3PH Riser - 1000 - Main Line (W/ SBD)	GUC6-M (1000)	$	2,699.00	$	2,499.00
One Ft. of Digging with Auger (For setting Pole Deep)	UM-AUGER-1	$	200.00	$	0.01
Cost of Auger services for accounting purposes.	UM-AUGER	NB		NB	
Substation Control Cables	US1-CC	NB		NB	
200A 1/0 Load-Break Elbow - Long	UM6-1L 1/0	$	148.00	$	30.00
Rock Trenching Assembly Unit	UR2-R (30"x8")	$	7.00	$	0.01
16S meter	UM8-7 Meter	$	115.00	$	100.00
Meter Package-- 3Ph-- 208/120-- XFMR-- Add CTs	UM8-11A	$	225.00	$	125.00
Meter Package-- 3Ph-- 208/120-- BLDG-- Add CTs	UM8-11B	$	225.00	$	125.00
Meter Package-- 3Ph-- 277/480-- XFMR-- Add CTs	UM8-12A	$	250.00	$	125.00
Meter Package-- 3Ph-- 277/480-- BLDG-- Add CTs	UM8-12B	$	250.00	$	125.00
Current Transformer-- High Accuracy-- 500:5-- w/Baseplate	500:5 Baseplate HA-CT	$	200.00	$	125.00
Current Transformer-- High Accuracy-- 500:5-- Bushing	500:5 Bushing HA-CT	$	175.00	$	125.00
Current Transformer-- High Accuracy-- 600:5-- w/Bar	600:5 Bar HA-CT	$	200.00	$	150.00
Current Transformer-- High Accuracy-- 1000:5-- Bushing	1000:5 Bushing HA-CT	$	225.00	$	175.00
Current Transformer-- High Accuracy-- 1000:5-- Baseplate	1000:5 Baseplate HA-CT	$	250.00	$	200.00
Current Transformer-- High Accuracy-- 2000:5-- Bushing	2000:5 Bushing HA-CT	$	275.00	$	225.00
Current Transformer-- High Accuracy-- 2000:5-- Baseplate	2000:5 Baseplate HA-CT	$	300.00	$	275.00
Meter Package-- 1Ph-- 120/240-- XFMR-- Add CTs	UM8-20A	$	125.00	$	75.00
1 Yard of Concrete - For Pole Fill	UM-CONCRETE-1	$	100.00	$	0.01
Meter Pedestal-- (3) 200A Meter Cans	UM8-200-MP3	$	400.00	$	325.00
Crane Cost per XFMR	UM-CRANE	$	2,800.00	$	2,800.00
1 hr of labor for UG	UG Crew Labor	$	398.00	$	398.00
Retirement only-UG Secondary 2S CL200 Single-Phase Meter	UM8-200A-2--Retirement only	NB		$	25.00
1 Ph 120/208V 200A Meter for Apartment (Network)	UM8-200A APT 120/208	$	30.00	$	15.00
1PH Primary Metering Package 500:5	um8-20a 500:5 XFMR	$	125.00	$	75.00
1 Yard of flowable fill	UM-FLOWABLE-1	$	100.00	$	0.01
2.5:1 VT Pack for Transockets (277/480)	UM8-7-VT	$	125.00	$	75.00
#1/0 Three Phase Underground Unit (2" PVC)	UC1-2 #1/0	$	3,998.00	$	3,998.00

3Ph 4W320A Urd Meter	UM8-7-320A	$ 125.00	$ 75.00
Meter Can for 3Ph. 4W 200A Urd Meter W/ Bypass	UM8-7-200A METER CAN W/ BYPASS	$ 125.00	$ 75.00
LABEL EQUIPMENT ID REFLECTIVE 2.5IN X 9.375IN	UM52-4	$ 15.00	$ 5.00
#1/0 Three Phase Underground Unit (4" PVC)	UC1-4 #1/0	$ 3,998.00	$ 3,998.00
SOCKET METER 200A 4T CP W/ 200A MAIN BREAKER	UM8-200A Socket	$ 125.00	$ 75.00
Asphalt Trenching Assembly Unit (24" W)	UR4A (24")	$ 75.00	$ 0.01
Ubicquia Transformer Monitor - Loop Fed	DTM-Loop	$ 25.00	$ 20.00
Ubicquia Transformer Monitor - Radial Fed	DTM-Radial	$ 20.00	$ 15.00
METER A4RES 1S CL200 120-240 COG	UM8-200A 1S	$ 20.00	$ 15.00
USE PER FT of hydro mulch/seed	UM-HYDRO	$ 2.00	$ 0.01
Substation Feeder Riser	US1-4	$ 2,699.00	$ 2,499.00
CT Cabinet -- 48in	UM8-CT	$ 175.00	$ 150.00
Subtotals for Underground Units: * Note: This subtotal is based on one unit, and for evaluation purposes only and not a guarantee of any award.		**$ 129,383.00**	**$ 142,345.08**

Grand Total: * Note: This total is based on one unit and are for evaluation purposes only and not a guarantee of any awarded amount.	**$ 263,638.89**	**$ 233,179.50**

Description	Unit No.	Install Unit Labor Price	Remove Unit Labor Price
Small project adder (3 locations worked or less, transformer, pedestal/hand hole, vault, streetlight or pole) includes truck set up/break down, trailboard, personal protection equipment, work area protection, normal traffic control and cleanup.	SPA1	$ 500.00	$ 0.01
Spade lug terminate one (1) each Bolt Type and attach to transformer bushings for cable sizes through and including 4/0	GUM6-43	$ 16.00	$ 7.00
Spade lug terminate one (1) each Bolt Type and attach to transformer bushings for cable sizes larger than 4/0 through and including 500	GUM6-44	$ 22.00	$ 10.00
Spade lug terminate one (1) each Compression Type and attach to transformer bushings for cable sizes larger than 500	GUM6-45	$ 45.00	$ 20.00
Spade lug terminate one (1) each Compression Type and attach to transformer bushings for cable sizes larger than 4/0 through and including 500	GUM6-46	$ 35.00	$ 15.00
Spade lug terminate one (1) each Set Screw Type and attach to transformer bushings for cable sizes through and including 4/0	GUM6-47	$ 18.00	$ 8.00
Spade lug terminate one (1) each Set Screw Type and attach to transformer bushings for cable sizes larger than 4/0 through and including 500	GUM6-48	$ 25.00	$ 12.00
Confined Space Construction set up for (1) location	GUCSH	$ 950.00	$ 950.00

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Amendment Task order CPY-22-001 for the South East Inner Loop Project

SUGGESTED ACTION:
Consideration and possible action to approve a Second Amendment to Task Order CPY-22-001 to CP&Y professional engineering services related to the design of Southeast Inner Loop Expansion Project in the amount of $675,055.00 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
In August of 2022, the City Council approved a task order for the Southeast Inner Loop project to provide engineering services for the reconstruction of Southeast Inner Loop from FM 1460 to SH 29. Design services consisted of two main typical sections: a 5-lane two-way-left turn lane from FM 1460 to Sam Houston, and a 4-lane divided arterial with a raised median from Sam Houston to SH 29.

The original scope included curb and gutter, sidewalks, drainage facilities, water quality, street lighting, traffic signal planning with interim appurtenances and public water / wastewater utility adjustments, and ROW documents. Also included was engineering and technical services for the completion of public involvement, permitting TCEQ, surveying and mapping, identification of utility conflicts, coordination with utility companies, preparation of PS&E, bid phase services and construction phase services.

In March of 2024 City Council approved the first task order amendment to provide additional engineering services associated with the intersection of Sam Houston Avenue and Southeast Inner Loop. The amendment addressed revisions to the intersection and roadway configuration and included additional design for roadway improvements, bridge elements, retaining walls, storm drainage, water quality facilities, and traffic signals.

The proposed Second Amendment to Task Order CPY-22-001 provides additional professional engineering services necessary to advance the project through final design and construction. Additional services include right-of-way and continued utility coordination resulting from design changes and newly identified utility conflicts, roadway and drainage design revisions, landscape and illumination revisions, additional plan revisions, and construction-phase engineering support.

Utility relocates are under way from the following: City Electric, Frontier, AT&T, Wilco Fiber, TCA, Lumen and anticipated to be completed in late 2026. Oncor relocations north of Rockride are anticipated to start in early 2027. The project has been phased to start on the west end between FM1460 and Southwestern Blvd, including the bridge at Sam Houston/SE1, while utility conflicts are fully resolved closer to SH29. SVT is finalizing the design and preparing plans for TCEQ review and bidding. Staff anticipates bidding the project before the end of 2026, starting construction in early 2027 and being completed in approximately 24 months.

Staff has reviewed the additional scope and fee as presented and recommends approval on the

amendment to Task Order CPY-22-001 for the additional services related to the Southeast Inner Loop Expansion Project in the amount of $675,055.00

FINANCIAL IMPACT:
Funds for this expenditure are available in the project budget and sourced from the voter-approved 2021 Road Bond Program

SUBMITTED BY:
Dustin Clarkson, Systems Engineering

ATTACHMENTS:
Second Amendment CPY-22-001-A2 CP&Y [Mayor Signature].pdf

EXHIBIT K, consisting of 26 pages, referred to in and part of the Master Services **Agreement between Owner and CP&Y, Inc ("Engineer") for Professional Services** – Task Order Edition dated August 23, 2022.

Second Amendment to Task Order No. CPY-22-001

1. Specific Project Data:

   A. Title: SE Inner Loop from FM 1460 to SH 29

   B. Description: The Project will reconstruct SE Inner Loop from FM 1460 to SH 29 in Georgetown. This scope of work consists of preparing the preliminary schematics, environmental reports, Plans, Specifications and Estimates (PS&E) and construction phase services for a single alignment. The project length along the anticipated alignment is approximately 2.8 miles

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 22-0097-MSA_____

2. Nature of Amendment

   X Additional Services to be performed by Engineer

   X Modifications to Payment to Engineer

   X Modifications to Time(s) for rendering Services

3. Description of Modifications

   A. Engineer shall perform the following Additional Services:
   The Engineer shall add increased level of effort (tasks, services and products) for utility coordination and relocation, design schedule duration, design additions and revisions including:

- Additional project management, administration and coordination duration and requirements
- Additional surveying services for ROW staking and ROW easement docs
- Additional Utility Coordination during both Route and Design Studies and PS&E phases
- Additional PS&E submittal submittals and reviews, design revisions and additional plans for all PS&E tasks
- Additional Bid Phase and Construction Phase services.

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation: $675,055 (Six Hundred Seventy-Five Thousand, Fifty-Five and 00/100 Dollars)

E. The schedule for rendering Services is modified as follows: Project schedule is extended through 10/26/2029 (Warranty and Project Closeout)

4. Attachments:
   Exhibit A – Schedule of Engineer's Services
   Exhibit C – Fee Estimate
   Schedule

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement an d the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

By: _____

Name: _____

Title: Mayor, City of Georgetown

ENGINEER:

By: _____

Name: Anthony J. Serda

Title: Vice President

Engineer License or
Firm's Certificate No. F-204
State of: Texas

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Robyn Densmore, City Secretary

EXHIBIT A

City of Georgetown
SE Inner Loop
FM 1460 to SH 29

SUPPLEMENTAL SCOPE OF SERVICES
Second Amendment to Task Order No. CPY-22-001

The Project will reconstruct SE Inner Loop from FM 1460 to SH 29 in Georgetown. This scope of work consists of preparing the preliminary schematics, environmental reports, Plans, Specifications and Estimates (PS&E) and construction phase services for a single alignment. The project length along the anticipated alignment is approximately 2.8 miles.

The original schedule was extended, and the level of effort increased, due to the duration of right-of-way acquisition, utility relocations, unforeseen conditions, and differing site conditions encountered during the project development process. The additional tasks, services and products are more fully ***described*** in the following TASK OUTLINE.

TASK OUTLINE

I. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT

1. Create and submit monthly invoices suitable for payment by the City. ***The original contract assumed 24 month duration ending August 2024; schedule has been extended 26 months through September 2026.***
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project. ***The original contract assumed 24 month duration ending August 2024; schedule has been extended 26 months through September 2026.***
3. Meet formally at once a month with the City to review project progress. ***STV met formally at least twice per month with GEC. Met with GEC twice per month during design (May 2023 - November 2025 (1 additional mtg / month for 12 months; 2 additional mtgs / month for 15 months; Totaling 42 meetings)).***
4. Prepare project meeting summaries for applicable meetings during the project development process. ***STV met formally at least twice per month with GEC. Met with GEC twice per month during design (May 2023 - November 2025 (1 additional mtg / month for 12 months; 2 additional mtgs / month for 15 months; Totaling 42 meetings)).***

7. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues. ***The original contract assumed 24 month duration ending August 2024; internal meetings have been extended 26 months through September 2026.***

8. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices. ***The original contract assumed 24 month duration ending August 2024; subconsultant management has been extended 26 months through September 2026.***

9. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the County. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team**.** ***The original contract assumed 24 month duration ending August 2024; subconsultant work product review has been extended 26 months through September 2026.***

II. SURVEYING SERVICES

A. PROJECT CONTROL SERVICES

B. DESIGN SERVICES

C. TREE SERVICES

D. GEOTECHNICAL INVESTIGATIONS

E. GEOTECHNICAL LOCATIONS

F. ROW, EASEMENT EXHIBITS & LEGALS

1. The Surveyor shall prepare and provide up to twenty (20) parcel right-of-way acquisition documents. ***The original contract assumed twenty (20) ROW parcel documents, six (6) additional ROW parcel documents were required***.
2. ***STV prepared Jonah Water easement at City's request.***
3. ***STV staked the ROW along the Poarch property at the City's request; STV restaked the ROW along the Poarch property at the City's request which required control be reset. STV staked the ROW along the Poarch property a third time with no fee.***

G. DELIVERABLES

H. ASSUMPTIONS

I. UTILITIES

III. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION

B. ALIGNMENT STUDY

C. SCHEMATIC LAYOUT DEVELOPMENT

D. TRAFFIC DATA COLLECTION

E. UTILITY COORDINATION

***The original contract was assumed that existing utilities would be identified either by SUE or during the initial review by utility owners and addressed once; however, through coordination discussions and/or design revisions, additional unknowns, new installations, or assumed "no impact" areas were identified, this became an on-going process. This occurred several times throughout the design development. The major revisions included the following: AE-G gas regulator station, OCR-T's transmission easement boundaries, unidentified Jonah Water, adjacent project updates (newly relocated utilities), additional turn lane*s.**

Additional site visits and/or utility meetings/reviews, review and coordination of OCR-T's asset protection guidelines and permitting process, easement and plat reviews, updated utility information review, and revisions to utility file were required.

1. The Engineer will develop a contact list of the affected utility owners in the project corridor. ***Additional owners were identified after initial contact list was developed. Multiple updates were made with emerging information, design changes, new installs, unknown utilities, change in ownership, and/or new owners.***
2. The Engineer will contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process. ***Additional individual meetings were required to review as-builts and SUE data due to discrepancies, new installations, change in ownership, design changes, and/or unidentified utility owners.***
3. The Engineer will prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment. ***Original scroll plots were performed under original contract. Scroll plots were updated as additional information was added or corrected.***

4. The Engineer (or his subconsultants) will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services. Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. The Engineer (or his subconsultants) do not warrant and/or guarantee that all existing utilities will be found.

F. WATER/WASTEWATER DESIGN

G. LANDSCAPE ARCHITECTURE

IV. PUBLIC INVOLVEMENT

V. ENVIRONMENTAL

A. ENVIRONMENTAL CONSTRAINTS ANALYSIS

B. ENVIRONMENTAL DUE DILIGENCE INVESTIGATIONS

C. TXDOT DOCUMENTATION

D. ARCHEOLOGICAL SURVEY

E. GEOLOGIC ASSESSEMENT AND KARST SURVEY

VI. PLANS, SPECIFICATIONS & ESTIMATE

The engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 60%, 90% and final 100% plans. The schematic phase, plots and submittals shall be the 30% submittal. ***The original contract assumed 100% final plans. 100% resubmittal (100% Revision 1 (100% R1)) was required in addition to a second 100% final signed and sealed plan set for all PS&E tasks***

A. RIGHT-OF-WAY AND UTILITY COORDINATION

Utility coordination services were not included during the PS&E phase of the original contract. Under the original scope, this was intended to be done at each stage of plan development, not in multiple intervals between submittals, nor were significant changes after 30% plans expected. Conflicts were re-evaluated and the conflict matrix updated with each design change. Proposed utility relocations were reviewed, coordinated and updated to share with all design disciplines. Oncor's easement guidelines required evaluation, design changes to minimize impacts, permit application where design impacts are unavoidable, conflict resolution for direct impacts, etc. Atmos installed a new gas regulator station on proposed ROW. This had to be reviewed from a utility and right of way impact since the proposed ROW at this location had not been secured.

1. Right of Way

   (a) The Engineer will determine and provide the limits of the proposed ROW to the Surveyor for preparation of Right-of-Way plans.

2. Utility Adjustments

   The Engineer will utilize subsurface utility data throughout the design process. A good faith effort will be made to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The Engineer will coordinate with utility providers on necessary relocations. The Engineer shall include the existing utility information in the plans.

   (a) Identify utility conflicts. The Engineer will provide plan and profiles, culvert layouts, cross sections and other sheets as required to utility providers to assist them in any relocation efforts.

B. ROADWAY DESIGN CONTROLS ***(100% R1; 100% FINAL)***

1. Miscellaneous Plans

   (a) A project title sheet will be prepared as required for the construction plans.
   (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
   (c) Project layout sheets will be prepared at a scale of 1”=200’ that clearly indicates the limits of the entire project.
   (d) Benchmark layout sheets will be completed at a scale of 1”=200’ that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

2. Roadway Plans & Geometry ***(100% R1; 100% FINAL)***

   (a) All plan sheets shall be prepared in an 11” x 17” format; normal scale shall be 1”=50 ft. horizontal and 1”=4 ft. vertical, unless otherwise stated herein.
   (b) Existing typical sections will be completed depicting the existing conditions of the project roadway.
   (c) Proposed typical sections will be completed depicting the improvements to SE Inner Loop, SH 29, Sam Houston and other cross streets as needed. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections and will be prepared to the appropriate level of detail and limits to convey that general information.
   (d) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
   (e) SE Inner Loop plan and profile sheets shall be completed depicting the proposed construction.

(f) Supplemental grading sheets will be prepared at a scale of 1”=50’ for areas of the project that require additional grading information for construction or review purposes.
(g) The Engineer shall provide plan sheets of removals at a scale of 1”=100’. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.
(h) Develop right and left turn lanes to all major intersections.

3. Grading and Details ***(100% R1; 100% FINAL)***

(a) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.
(b) The Engineer shall complete intersection layouts for nine (9) intersections. The intersection layouts will include the design of the pavement and drainage layouts, as needed, as well as other pertinent details not discernable elsewhere in the plans. Intersection layouts shall be developed for the following locations:

(i) FM 1460, Sam Houston/Maple Street, Southwestern Blvd., Rock Ridge Lane, Wey Hill Dr, Belmont Dr, Churchill Farms, Stonehedge Blvd and SH 29

(c) Driveway details will be prepared for each driveway along the project corridor. When possible these driveways will be defined in a tabular format. Non-typical driveways may require special details.
(d) The Engineer will develop driveway profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for the contractor’s information.
(e) Miscellaneous roadway detail sheets will be developed for the project. The sheets will depict details required that are not defined in standard detail sheets. City standards will be used for the project development. Up to two (2) will be developed.

C. DRAINAGE DESIGN ***(100% R1; 100% FINAL)***

Under the original contract, the drainage plans were revised in response to comments received from the GEC during the 30%, 60%, 90%, and 100% submittal reviews. Subsequent direction provided by the City differed from the GEC’s comments and design criteria, requiring substantial revisions beyond the original scope.

1. Data Collection

2. Culverts

(f) Culvert layout sheets will be developed for the twelve (12) culverts not covered by storm sewer plan and profiles. These sheets will be developed at a scale of 1”=50’ H and 1”=4’ V.

3. Storm Sewer Design

(a) Exterior drainage area maps will be finalized at a scale reasonable to fit drainage areas on an 11x17 plan sheet. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets.
(b) Interior drainage area maps will be finalized at a scale of 1″=50′. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.
(c) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with City of Georgetown Drainage Criteria Manual and shown on the run-off and inlet computation sheets in an approved format.
(d) Storm sewers will be analyzed and computations will be prepared for the storm sewer design using approved design software.
(e) Drainage plan and profile sheets will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements and ditch locations and flowlines as required. These sheets will be prepared at a scale of 1”=50’. Storm sewer profiles will be prepared at a scale of 1”=50’ H and 1”=4’ V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information and locations and sizes of inlets and junctions.
(f) Lateral profile sheets will be developed for the project storm sewer systems. These sheets will be developed at a scale of 1”=50’ H and 1”=4’ V.
(g) The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown on the drainage plan sheets.
(h) The Engineer shall provide drainage design details for “non-standard” drainage structures in instances where they are not covered by City standard details cannot be utilized. The Engineer shall use City standard details where practical.
(i) The Engineer will identify areas within the construction of the storm sewer and culvert construction that will require trench protection or special shoring.

4. SW3P and Erosion Control ***(100% R1; 100% FINAL)***

(a) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps and construction exits. One temporary erosion control plan depicting the entire project will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
(b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations.
(c) Erosion control details will be prepared for any related items that are not covered by City of Georgetown standard details.

D. SIGNING, MARKINGS AND SIGNALIZATION ***(100% R1; 100% FINAL)***

1. Signing and Pavement Markings

   (a) Signing and Pavement marking layouts will be prepared at a scale of 1″=50′. Road signs and markings will be shown all on the same plan sheet. Any additional sheets for signing/pavement markings will be included in a future supplemental agreement. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths and end treatments. Each sign will have a corresponding number for cross-reference to the sign summaries.
   (b) Pavement marking details will be prepared for non-standard conditions.
   (c) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

3. Traffic Signalization ***(100% R1; 100% FINAL)***

   (a) Traffic signal design and plans will be prepared for new proposed traffic signals or modifications to existing traffic signals to accommodate the proposed intersection configurations. Signal design and plans are assumed for the following locations:

      (i) SH 29 – Remove existing signal and install new signal to accommodate proposed intersection configuration.
      (ii) Stonehedge Dr., Churchill Farms Dr., Belmont Dr., Wey Hill Dr., Southwestern Blvd., Sam Houston Ave./Maple St. – Assume 4 of these locations either meet signal warrants under existing conditions or are expected to meet signal warrants within 5 years. Traffic signals will be designed at these locations.
      (iii) FM 1460 – Signal modification to accommodate proposed 5-lane roadway section, specifically for westbound SE Inner loop.

   (a) Traffic signal plans will be prepared at a scale of 1”=40’ and will include Existing Conditions, Proposed Signal Layout, Signal Details and Schedules, Signal Elevations, Detection Layout, and standard details.
   (b) Signal plans will indicate existing conditions, existing utilities, and proposed roadway improvements. Plans will include location of signal pole foundations, conduit, and ground boxes to be installed under this work authorization or for signals to be installed in the future when signal warrants are met.
   (c) The Engineer will coordinate with the City in identifying future power source and conduit runs.
   (d) In the event that additional signals are warranted by the City, the design and plan production for those facilities will be addressed through a supplemental agreement to this work authorization.
   (e) Traffic signal design and plans at SE Inner Loop & Rockride Ln. are to be prepared by others.

4. Temporary Traffic Signalization ***(100% R1; 100% FINAL)***

(a) Temporary traffic signal design and plans will be prepared at SE Inner Loop & FM 1460, SE Inner Loop & Rockride Ln., and SE Inner Loop & SH 29. Temporary traffic signals will be designed in coordination with the Traffic Control Plans to maintain traffic in all phases and steps of construction. Temporary signals are assumed to be timber pole span-wire style. But existing or proposed steel poles and mast arms may be used as determined during design development and as approved by the City.
(b) Temporary Signal Plans will be prepared at a scale of 1”=40’ and will include Temporary Signal Layouts for each TCP phase and step, Temporary Signal Details and Schedules, and standard details.
(c) Temporary Signal Plans will indicate location of temporary signal poles, controller, electrical service, signal heads, conduits, span wires, and other temporary signal equipment. Existing and proposed utilities, existing topographic features, proposed phased construction, and traffic control devices and lane configuration will also be depicted.
(d) The Engineer will coordinate with the City in identifying temporary power source.

E. MISCELLANEOUS ROADWAY ***(100% R1; 100% FINAL)***

1. Retaining Walls

(a) The Engineer will investigate each wall location and determine what the most suitable wall type is for each application. The anticipated wall type is MSE. It is assume approximately 3,700LF of walls will be included.
(b) The Engineer will provide a location plan of all walls at a scale of 1”=400’. The intent is to show the location of all walls in plan including the wall designation and beginning and ending stations.
(c) The Engineer shall prepare retaining wall layouts at a max scale of 1”=50’. The layouts will show plan and profile views of the retaining wall. It is assumed that six (6) retaining walls will be necessary for the project.
(d) Non-proprietary wall designs (i.e., Tie-back, soil nailed, drill shaft) are not included in this scope of work.

2. Traffic Control Plan

The original contract assumed utility relocations would be completed prior to construction. Due to significant delays in these relocations, the Traffic Control, Maintenance of Traffic (MOT), and Sequence of Construction plans were completely rephased twice to accommodate concurrent roadway construction activities while utility relocations remained in progress. These revisions were necessary to maintain traffic operations, facilitate construction sequencing, and coordinate with the evolving utility relocation schedule.

(a) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned, as needed.
(b) The Engineer will prepare 1”=400’ plan layouts of all advance warning signs along SE Inner Loop and cross streets.

(c) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
(d) Detailed traffic control plans will be prepared at a scale of 1″=50′. These plans will be developed based on the City's approval of the conceptual plans developed at the schematic design level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction. It is assumed three phases will be needed to full reconstruct the roadway.
(e) Traffic control details will be developed for items not covered by City of Georgetown standard details.
(f) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

3. Illumination ***(100% R1; 100% FINAL)***

Receipt of landscape comments post 100% submittal required redesign of median illumination, relocation of proposed electrical conduit and additional electrical services to the irrigation controllers.

(a) The Engineer will design continuous and safety lighting along the project corridor. The lighting will be shown on illumination layouts.
(b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
(c) The Engineer will coordinate with the City in identifying power sources, conduit runs and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts and coordinate with the State and the utility company to help resolve the conflicts.

5. Quantities ***(100% R1; 100% FINAL)***

Quantities will be tabulated for each of the following and as necessary to bid this project:

(a) Traffic Control (per each phase)
(b) Earthwork
(c) Roadway
(d) Retaining Walls
(e) Removal
(f) Drainage/Water Quality
(g) Culverts
(h) Small / Large Signs

(i) Pavement Markings
(j) Signals
(k) Illumination
(l) Utilities
(m) Erosion Control and SW3P

6. Summary Sheets

   Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

   (a) Traffic Control (per each phase)
   (b) Earthwork
   (c) Roadway
   (d) Retaining Walls
   (e) Removal
   (f) Drainage/Water Quality
   (g) Culverts
   (h) Small / Large Signs
   (i) Pavement Markings
   (j) Signals
   (k) Illumination
   (l) Utilities

7. Standards, Specifications and Estimate

   (a) The Engineer shall utilize City standards for the project as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
   (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
   (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.
   (d) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal and supplied to the City in Microsoft Excel format.

8. Bid Documents

   (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

F. WATER/WASTEWATER UTILITIES

1. Prepare plan and profile sheets identifying right-of-way, easements, existing utilities and topographic features. Scall will be 1" = 40' horizontal and 1" = 4' vertical. Proposed water and wastewater lines are not anticipated to include service stubs. Plan sheets are expected to include the following, and additional relocations or new utility alignments will be included under a supplemental agreement:

(a) 4,300 LF of new 16-inch water line (9 sheets)
(b) Relocation of 6,000 LF of 12-inch water line (12 sheets)
(c) Relocation of 1,000 LF of 8-inch wastewater line (4 sheets)
(d) Relocation of 100 LF of 16-inch reclaimed water line. (1 sheet)

2. Develop Quantities and provide update at each submittal phase.
3. Develop Quantity Summary Sheets (2 Sheets)
4. Standards, Specifications and Estimate
   (a) The Engineer shall utilize City standards for the project as appropriate. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
   (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
   (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.
   (d) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal and supplied to the City in Microsoft Excel format.
5. Develop submittal package to TCEQ for sewage collection system (SCS) in the Edwards Aquifer Recharge Zone, and coordination with TCEQ for approval.
6. Bid Documents
   (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

G. LANDSCAPE ARCHITECTURE

Under the original contract, the landscape and irrigation plans were revised in response to comments received from PARD during the 95% submittal review. Subsequent direction provided by the City differed from PARD's comments, requiring additional revisions beyond the original scope.

These revisions included relocating ornamental trees, modifying the irrigation design, and revising the tree layout so that individual trees were placed within separate square tree wells rather than grouped within continuous linear tree wells. Additional coordination was also required to integrate the stamped and stained concrete limits with the civil design and to evaluate potential conflicts between the revised tree locations and proposed utilities.

1. Implementation Phase/Construction Documents
   (a) Continue detailed planting plan and hardscape elements in AutoCAD following selected roadway landscape option
   (b) Prepare plan drawings and details showing the landscape and sitework design and intent to meet any of the City of Georgetown landscape requirements
   (c) Prepare drawings and details for irrigation

(d) Prepare technical specifications for grading, planting, and irrigation
(e) Prepare a revised Opinion of Probable total project costs based on the final drawings and specifications
(f) Coordinate with civil engineer for overall document submission

VII. BID AND CONSTRUCTION PHASE SERVICES

The construction duration increased by nine months, from 18 months to 27 months. The number of STV invoice submittals, construction meetings, and Contractor Pay Application reviews increased accordingly. In addition to the increased meeting frequency, time was included for the travel, meeting preparation, agendas, minutes, and documentation associated with each meeting. At the City's request, the number of shop drawing/material submittal reviews and RFI responses increased to a minimum of 50 each.

A. BID PHASE SERVICES

1. The Engineer will coordinate with the City for the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.
2. The Engineer will attend one pre-bid meeting.
3. The Engineer will assist the City at contract bid opening.
4. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the City.

B. CONSTRUCTION PHASE SERVICES

1. Create and submit monthly invoices suitable for payment by the City.
2. The Engineer shall attend the pre-construction meeting.
3. The Engineer shall attend up to twelve (12) construction meetings as requested by the City.
4. The Engineer shall provide Construction Support Services at the written request of the City project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, a mutually agreed upon level of effort, a defined deliverable and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

   (a) Responding to requests for information (RFIs)
   (b) Providing redesign as directed by the City for Change orders and documentation
   (c) Other project related tasks in support of the City during construction

   The Engineer shall provide minor redesign as requested by the City project manager. In the event that revisions are requested and the work is considered to be additional to that set forth on the original contract or scopes of work, the Engineer shall prepare a budget and a schedule for the additional work requested. The Engineer shall not commence work on a task prior to receiving written approval by the City.

5. Review the Application for Payment and supporting documentation submitted by the Contractor, recommended to the Owner the amount that the Contractor is to be paid on monthly estimates as required by the Construction Contract. An eighteen (18) month construction schedule is assumed.

   Such recommendation for payment to the Contractor shall not be a representation that the Engineer:

   (a) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work,
   (b) has reviewed construction means, methods, techniques, sequences or procedures,
   (c) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the Owner to substantiate the Contractor's right to payment,
   (d) has ascertained how or for what purpose the Contractor has used monies previously paid by the Owner or
   (e) has determined that title to any of the Contractor's work has passed to the Owner free and clear of any liens, claims, security interests or encumbrances.

6. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an inspection to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final inspection together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.

7. Provide shop drawing review. The shop drawing submittals will be limited to those specifically called for in the construction contract documents (plans, standard specifications, special provisions to the standard specifications and special specifications). Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

8. An engineer's concurrence letter and 22"x34" record drawings (one Mylar copy and a digital copy on CD) will be submitted to the Public Works Department. The Engineer and Contractor shall verify that all final revisions and changes have been made to the Mylar and digital copy prior to City submittal. Record construction drawings shall be provided to the City in digital format as AutoCAD ". dwg" files, MicroStation ".dgn" files or ESRI ".shp" files as well as PDF ".pdf" on CD. The set of Record Drawings, which are stamped by the Engineer, shall be the sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

SE INNER LOOP
FM 1460 TO SH 29
City of Georgtown

	Task Description	Total Cost
TOTAL LABOR COSTS		
I. PROJECT MANAGEMENT		
	PROJECT MANAGEMENT	$ 69,860.00
	PROJECT MANAGEMENT (water/wastewater)	$ 14,660.00
	I. PROJECT MANAGEMENT Subtotal	$ 84,520.00
II. SURVEY		
	SURVEY, ROW DOCUMENTS	$ 36,400.00
	II. SURVEY Subtotal	$ 36,400.00
III. ROUTE DESIGN STUDIES		
	UTILIITY COORDINATION	$ 46,945.00
	III. ROUTE DESIGN STUDIES Subtotal	$ 46,945.00
IV. PUBLIC INVOLVEMENT		
	PUBLIC MEETING	
	IV. PUBLIC INVOLVEMENT Subtotal	$ -
V. ENVIRONMENTAL & PUBLIC INVOLVEMENT		
	V. ENVIRONMENTAL & PUBLIC INVOLVEMENT Subtotal	$ -
VI.PS&E		
	RIGHT OF WAY AND UTILITY COORDINATION	$ 113,750.00
	ROADWAY DESIGN CONTROLS	$ 17,720.00
	DRAINAGE DESIGN	$ 73,730.00
	BRIDGE DESIGN	$ 3,325.00
	SIGNING, MARKINGS, AND SIGNALIZATION	$ 16,710.00
	MISCELLANEOUS ROADWAY	$ 138,105.00
	WATER/WASTEWATER UTILITIES	$ 41,000.00
	LANDSCAPE ARCHITECTURE	$ 7,500.00
	VI.PS&E Subtotal	$ 411,840.00
VII.BID AND CONSTRUCTION PHASE SERVCIES		
	Bid Phase	$ -
	Construction Phase	$ 95,350.00
	Construction Phase (WATER/WASTEWATER)	$ -
	VII.BID AND CONSTRUCTION PHASE SERVCIES Subtotal	$ 95,350.00
SUBTOTAL LABOR EXPENSES		**$ 675,055.00**
	STV Expenses	
	ATG Expenses	
	Terracon Expenses	
GRAND TOTAL		**$ 675,055.00**

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	EIT	Senior CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$240.00	$175.00	$125.00	$150.00	$95.00		
I.	**PROJECT MANAGEMENT**								
1	Create and submit monthly invoices (August 2024 - September 2026: 26 months)	15	11				40	66	$ 10,865.00
2	Prepare monthly progress reports	13						13	$ 3,835.00
3	Meet with GEC twice per month during design (May 2023 - November 2025 (1 additional mtg / month for 12 months; 2 additional mtgs / month for 15 months); Total 42 meetings	24	12	12				48	$ 12,060.00
4	Prepare project meeting summaries (as needed)	12	6	6				24	$ 6,030.00
7	Internal Design Team Meetings	28	40	40	40			148	$ 29,860.00
8	Coordinate and Review Sub-consultant work products	4	8					12	$ 3,100.00
9	Monitor and Review Sub-consultant invoices	12					6	18	$ 4,110.00
								329	**$ 69,860.00**
	PROJECT MANAGEMENT (water/wastewater)								
1	Meet with GEC every other month during design (13 meetings)		12	8	4			24	$ 4,780.00
2	Internal Design Team Meetings	4	8	8	8			28	$ 5,500.00
3	Project coordination		12		12			24	$ 4,380.00
								76	**$ 14,660.00**
	Sub Total	112	109	74	64	0	46	**405**	**$ 84,520.00**

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior CAD Technician	CAD/GIS Technician	Environmental Manager	Environmental Planner II	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$240.00	$175.00	$150.00	$125.00	$150.00	$95.00	$210.00	$100.00	$95.00		
III.	**ROUTE DESIGN STUDIES**												
A	**DATA COLLECTION**												
												0	**$ -**
B	**ALIGNMENT STUDY**												
												0	**$ -**
C	**SCHEMATIC LAYOUT DEVELOPMENT**												
												0	**$ -**
D	**TRAFFIC DATA COLLECTION**												
												0	**$ -**
E	**UTILIITY COORDINATION**											0	$ -
1	Develop utility contact list			4		12						16	$ 2,200.00
2	Meet with utility owners to review locations	4	16	40	60	80						200	$ 31,020.00
3	Develop utility conflict layouts	2	4	16			32					54	$ 9,150.00
3	Develop utility conflict matrix	1	2	8	16							27	$ 4,575.00
												297	**$ 46,945.00**
F	**WATER/WASTEWATER**												
1	Data Collection												
2	Alignment Study												
3	Schematic Layout Development												
												0	**$ -**
	Sub Total	7	22	68	76	92	32	0	0	0	0	**297**	**$ 46,945.00**

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Project Engineer	Design Engineer	EIT	Environmental Manager	Senior Environmental Planner	Environmental Planner II	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$175.00	$150.00	$125.00	$210.00	$150.00	$100.00	$95.00	$95.00		
IV.	**PUBLIC INVOLVEMENT**											
D.	**PUBLIC MEETING**											$ -
											0	**$ -**
	Sub Total	0	0	0	0	0	0	0	0	0	**0**	**$ -**

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Environmental Manager	Senior Environmental Planner	Environmental Planner II	Biologist	Historian	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
		$210.00	$150.00	$100.00	$110.00	$120.00	$95.00	$95.00		
V.	ENVIRONMENTAL & PUBLIC INVOLVEMENT									
A.	ENVIRONMENTAL CONSTRAINTS ANALYSIS									
									0	$ -
B.	ENVIRONMENTAL DUE DILIGENCE INVESTIGATIONS									
									0	$ -
C.	TXDOT DOCUMENTATION									
									0	$ -
	Sub Total	0	0	0	0	0	0	0	0	$ -

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

Horizon

Project Phase	Task Description								Total Labor Hours	Total Direct Labor Costs
V.	ENVIRONMENTAL & PUBLIC INVOLVEMENT									
D	ARCHEOLOGICAL SURVEY									
										$ -
E	GEOLOGIC ASSESSEMENT AND KARST SURVEY									
										$ -
	Sub Total									$ -

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior CAD Technician	CAD/GIS Technician	Environmental Manager	Environmental Planner II	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$240.00	$175.00	$150.00	$125.00	$150.00	$95.00	$210.00	$100.00	$95.00		
VI.	**PS&E**												
A	**RIGHT OF WAY AND UTILITY COORDINATION**												
	Utility Coordination											0	$ -
a	ROW	8	8		40		4	10				70	$ 11,830.00
b	Utility Adjustments	8	8		350		100	180				646	$ 88,880.00
c	Adjacent Project Coordination	4	4		40		20	20				88	$ 13,040.00
												0	**$ 113,750.00**
B	**ROADWAY DESIGN CONTROLS**												
	Miscellanous Plans (100% R1; 100% Final)												
a	Title Sheet (1 sheet)							1				1	$ 95.00
b	Index of Sheets (2 sheets)							3				3	$ 285.00
c	Project Layout Sheets (5 sheets)							7				7	$ 665.00
d	Benchmark Layout Sheets											0	$ -
	Roadway Plans & Geometry (100% R1; 100% Final)												
b	Existing Typicals (1 sheet)							1				1	$ 95.00
c	Proposed Typicals (2 sheets)							3				3	$ 285.00
d	Horizontal Data Sheets (5 sheets)							7				7	$ 665.00
e	Plan & Profile Sheets (1"=50ft) (42 sheets)	4						60				64	$ 6,880.00
g	Removal Sheets (10 sheets)											0	$ -
	Grading and Details (100% R1; 100% Final)												
a	Cross Sections (50-ft sections) (58 sheets)							72				72	$ 6,840.00
b	Intersection Layouts (9 locations) (9 sheets)	1						14				15	$ 1,625.00
c & d	Driveway Details & Profiles (11 driveways) (1 sheet)							1				1	$ 95.00
e	Misc. Roadway details (up to 2) (3 sheets)							2				2	$ 190.00
												176	**$ 17,720.00**
C	**DRAINAGE DESIGN**												
	Culverts (100% R1; 100% Final)												
f	Culvert Layout Sheets (11 sheets)		1					17				18	$ 1,855.00
	Storm Sewer (100% R1; 100% Final) + GEC/City direction revisions												
a	Exterior Drainage Areas 1"=200'											0	$ -
b	Interior Drainage Areas 1"=50'											0	$ -
c	Run-off Calculations	1		6	10	20						37	$ 5,345.00
d	Analyze Storm Sewer Systems	1	4	16	16	40						77	$ 11,455.00
e	Drainage Plan & Profile 1"=50' H and 1"=4' V (52 sheets)	1	12	40	60	80		80				273	$ 36,775.00
f	Lateral Profiles 1"=50' H and 1"=4' V (3 sheets)	1	8	12	16	40		5				82	$ 12,190.00
g	Tabular Ditch Tables											0	$ -
h	Drainage Details for non-standard structures											0	$ -
i	Identify trench excavation protection locations											0	$ -
	Water Quality & Detention												
a	**Water Quality**												
i	Obtain and review existing BMP data											0	$ -
ii	Calculate TSS requirements											0	$ -
iii	Preliminary Grading Layouts for 2 ponds											0	$ -
iii	Prepare WPAP documents for submittal											0	$ -
iv	Conduct pre-submittal meeting with TCEQ											0	$ -
b	**Storm Water Detention (3 ponds)**												
i	Calculate increase in peak discharges											0	$ -
ii	Calculate/determine spiltter box dimensions (1 location)											0	$ -
iii	Calculate/determine outlet structure dimensions (3 loc's)											0	$ -
iv	Plan Development											0	$ -
a	Pond Layout sheet 1"=40' H and 1"=10' V											0	$ -
b	Sand Filter details (1 location)											0	$ -
c	Structural details - splitter box (1 location)											0	$ -
d	Structural details - outlet structure (3 locations)											0	$ -
	SW3P and Erosion Control (100% R1; 100% Final)												
a	Develop final erosion control plans (35 sheets)	3						52				55	$ 5,825.00
b	Develop SW3P plan (2 sheets)							3				3	$ 285.00
												545	**$ 73,730.00**
D	**BRIDGE DESIGN**												
	Bridge Layout (100% R1; 100% Final)												
b	Bridge Layout & Typical Section (3 sheets)							4				4	$ 380.00
	Bridge Details (100% R1; 100% Final)												
a	Estimated Quantities (1 sheet)							1				1	$ 95.00
b	Bearing Seat Elevations (1 sheet)							1				1	$ 95.00
c	Abutments (2 sheets)							6				6	$ 570.00
d	Interior Bent Caps (2 sheets)							6				6	$ 570.00
e	Single Columns Interior Bents (2 sheets)							6				6	$ 570.00
f	Spans & Beams (6 sheets)							9				9	$ 855.00
g	Foundations (1 sheet)							1				1	$ 95.00
h	Standards											0	$ -
i	Modified Standards (1 sheet)							1				1	$ 95.00
												35	**$ 3,325.00**
E	**SIGNING, MARKINGS, AND SIGNALIZATION**												
	Signing and Pavement Markings (100% R1; 100% Final)												
a	Signing & Pavement marking layouts 1"=100' (43 sheets)	4						65				69	$ 7,355.00
c	Detail sheets for small signs (5 sheets)							7				7	$ 665.00
3	Traffic Signalization (49 sheets) + Oncor revisions	2		4		6		70				82	$ 8,690.00
												158	**$ 16,710.00**
F	**MISCELLANEOUS ROADWAY**												
1	**Retaining Walls (100% R1; 100% Final)**												

SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior CAD Technician	CAD/GIS Technician	Environmental Manager	Environmental Planner II	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$240.00	$175.00	$150.00	$125.00	$150.00	$95.00	$210.00	$100.00	$95.00		
c	Retaining Wall Plan and Profile 1"=50' H 1"=10' V; HA Data; Typical Sections (12 sheets)							18				18	$ 1,710.00
2	**Traffic Control Plan (3 phases) (100% R1; 100% Final) + UC redesign**												
a	TCP Typicals		2	2		40		40				84	$ 9,630.00
b	TCP Advanced Warning Layouts 1"=400'			1	3	8		8				20	$ 2,385.00
c	TCP Narrative for Sequence of Construction (1 sheet)	1	2	8				1				12	$ 2,270.00
d	TCP Plans Sheets 1"=50' (3 phases) (70 sheets)	4	10	36	60	75	30	130				345	$ 45,105.00
e	TCP Details - Non Standard			2		4						6	$ 850.00
f	TCP Construction Schedule Developed		2	20	4							26	$ 4,580.00
3	**Illumination (100% R1; 100% Final) + Landscape/PARD revisions**												
a	Continuous Lighting Layouts	2	8	12	16	40		32				110	$ 15,050.00
b	Electrical Circuit Plans and Details	2		2	4	24		8				40	$ 5,300.00
c	Utility Coordination, Power Source Coordination											0	$ -
6	**TxDOT Coordination**												
7	**Quantities (100% R1; 100% Final)**												
a	Traffic Control		1	3		6						10	$ 1,515.00
b	Earthwork					6						6	$ 750.00
c	Roadway		1	3	3	6						13	$ 1,965.00
d	Retaining Walls				3	6						9	$ 1,200.00
e	Removal					6						6	$ 750.00
f	Drainage		1	3	3	6						13	$ 1,965.00
g	Culverts				3	6						9	$ 1,200.00
h	Signs					6						6	$ 750.00
i	Pavement Markings		1	3		6						10	$ 1,515.00
j	Signals				3	6						9	$ 1,200.00
k	Illumination		1	3	3	6						13	$ 1,965.00
l	Utilities					6						6	$ 750.00
m	Erosion Control and SW3P					6						6	$ 750.00
8	**Summary Sheets**												
a	Traffic Control		2		4	20		6				32	$ 4,150.00
b	Earthwork							6				6	$ 570.00
c	Roadway			2	2			6				10	$ 1,220.00
d	Retaining Walls				2			6				8	$ 870.00
e	Removal							6				6	$ 570.00
f	Drainage			2	2			6				10	$ 1,220.00
g	Culverts				2			6				8	$ 870.00
h	Signs							6				6	$ 570.00
i	Pavement Markings			2				6				8	$ 920.00
j	Signals				2			6				8	$ 870.00
k	Illumination			2	2			6				10	$ 1,220.00
l	Utilities							6				6	$ 570.00
m	Erosion Control and SW3P							6				6	$ 570.00
9	**Standards, Specifications and Estimate 100% R1; 100% Final**												
a	Download, Prepare and Modify Standards		1	2		12						15	$ 2,090.00
b	Specifications	2	1	16		8						27	$ 4,630.00
c	General Notes	2	1	16		8						27	$ 4,630.00
d	Preliminary Cost Estimate and item price identification	1	4	2		8						15	$ 2,605.00
10	**Prepare contract bid documents and proposals**	1	4	4	16	12						37	$ 5,855.00
												1,032	**$ 138,105.00**
G	**WATER/WASTEWATER UTILITIES**												
1	**Plan and Profile Sheets (60%, 90% 100%)**												
c	100% Submittal (26 Sheets) 100% R1; 100% Final		30	26	52	40		80				228	$ 32,150.00
2	**Develop Quantities (60%, 90%, 100%) 100% R1**		2	2	4	8						16	$ 2,430.00
3	**Develop Quantity Summary Sheets**		2		2	4		4				12	$ 1,660.00
4	**Standards, Specifications, and Estimate**												
a	Develop City Standard Details Sheets											0	$ -
b1	Develop Standard Specifications											0	$ -
b2	Develop Special Specifications and Special Provisions											0	$ -
c	General Notes Sheets											0	$ -
d	Develop OPCC (30%, 60%, 90%, 100%) 100% R1; 100% Final		2		2	4						8	$ 1,280.00
5	**TCEQ SCS Submittal Package**											0	$ -
6	**Develop Bid Documents**		2	4	4	6		10				26	$ 3,480.00
												290	**$ 41,000.00**
	Sub Total	33	105	256	303	585	30	924	0	0	0	**2,236**	**$ 290,590.00**

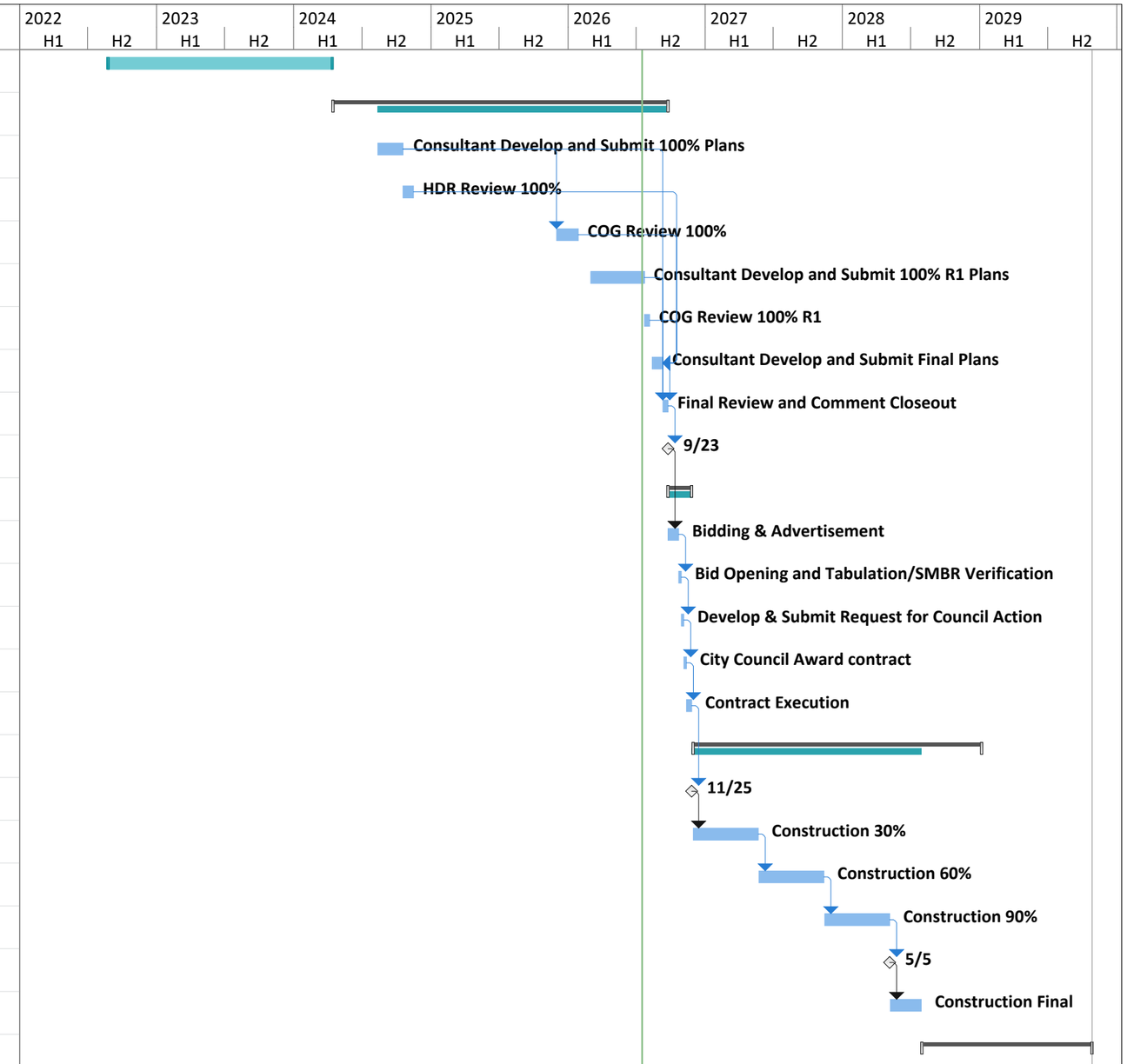
SE INNER LOOP
City of Georgtown

Fee Schedule/Budget

STV

Project Phase	Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs
		$295.00	$240.00	$175.00	$150.00	$125.00	$95.00	$95.00		
VII.	**BID AND CONSTRUCTION PHASE SERVCIES**									
A	**Bid Phase**									
									0	**$ -**
B	**Construction Phase**									
1	Create and submit 18 monthly invoices (27 months: 9 additional months)	12						18	30	$ 5,250.00
3	Attend up to 12 construction meetings (21 mtgs: 9 additional mtgs + travel); Meeting agendas, minutes, and documentation)	18		48					66	$ 13,710.00
4	Respond to RFI's, make updates as agreed (up to 50 RFI's) (40 additional)	20	40	48	32	40			180	$ 33,700.00
5	Review Contractor Pay Applications (18 months) (27 months: 9 additional months)		6			18			24	$ 3,690.00
7	Provide shop drawing review (up to 50 material submittals) (30 additional)	16	32	40	64	80			232	$ 39,000.00
									532	**$ 95,350.00**
B2	**Construction Phase (WATER/WASTEWATER)**									
									0	**$ -**
	Sub Total	66	78	136	96	138	0	18	**532**	**$ 95,350.00**

ID	Task Mode	WBS	Task Name	Duration	Start	Finish
1		P	**Preliminary Engineering Phase**	427 days	Thu 8/25/22	Fri 4/12/24
2		**2**	**Design Phase**	**638 days?**	**Mon 4/15/24**	**Wed 9/23/26**
3		2	Consultant Develop and Submit 100% Plans	49 days	Mon 8/12/24	Thu 10/17/24
4		2	HDR Review 100%	20 days	Fri 10/18/24	Thu 11/14/24
5		2	COG Review 100%	42 days	Mon 12/1/25	Tue 1/27/26
6		2	Consultant Develop and Submit 100% R1 Plans	103 days	Mon 3/2/26	Wed 7/22/26
7		2	COG Review 100% R1	10 days	Thu 7/23/26	Wed 8/5/26
8		2	Consultant Develop and Submit Final Plans	20 days	Thu 8/13/26	Wed 9/9/26
9		2.7	Final Review and Comment Closeout	10 days	Thu 9/10/26	Wed 9/23/26
10		2	Final Completion of PS&E	0 hrs	Wed 9/23/26	Wed 9/23/26
11		**1**	**Bidding Phase**	**45 days**	**Thu 9/24/26**	**Wed 11/25/26**
12		1	Bidding & Advertisement	20 days	Thu 9/24/26	Wed 10/21/26
13		1	Bid Opening and Tabulation	5 days	Thu 10/22/26	Wed 10/28/26
14		1	Develop & Submit Request for Council Action	5 days	Thu 10/29/26	Wed 11/4/26
15		1	City Council Award contract	5 days	Thu 11/5/26	Wed 11/11/26
16		1	Contract Execution	10 days	Thu 11/12/26	Wed 11/25/26
17		**2**	**Construction Phase**	**550 days**	**Mon 11/30/26**	**Fri 1/5/29**
18		2	NTP Construction	0 days	Wed 11/25/26	Wed 11/25/26
19		2	Construction 30%	125 days	Mon 11/30/26	Fri 5/21/27
20		4.3	Construction 60%	125 days	Mon 5/24/27	Fri 11/12/27
21		4.4	Construction 90%	125 days	Mon 11/15/27	Fri 5/5/28
22		2	Substantial Completion	0 days	Fri 5/5/28	Fri 5/5/28
23		2	Construction Final	60 days	Mon 5/8/28	Fri 7/28/28
24		**2**	**Warranty & Project Closeout**	**325 days**	**Mon 7/31/28**	**Fri 10/26/29**



Project: CPO eB Project Schedule
Date: Fri 7/17/26

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order Amendment for KPA-25-002 Related to the Ridgeline Boulevard Extension, Phase 1

SUGGESTED ACTION:
Consideration and possible action to approve a first amendment to Task Order KPA-25-002 with Kasberg, Patrick and Associates, LP. for professional services related to the Ridgeline Boulevard Extension, Phase 1 (Naturita to FM 1460) project in the amount of $640,500.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
In 2024, Council approved Task Order KPA-25-002 with Kasberg, Patrick and Associates, LP (KPA) to begin preliminary engineering for Ridgeline Boulevard Extension project from Naturita Drive to Sierra way. This original task order included development of a 30% schematic design consisting of roadway and intersection analysis and layout, drainage calculations, shared-use path routing, water and wastewater extensions, environmental clearance, geotechnical investigations, and preparation of right-of-way (ROW) documents

This Task Order Amendment will advance a portion of the project from the 30% schematic through 100% final design and preparation of construction documents for Phase 1, extending Ridgeline Boulevard from FM 1460 to Naturita Drive. The Phase 1 improvements will include right and left-turn lanes on FM 1460, design of a new traffic signal at the proposed FM 1460 and Ridgeline Boulevard intersection, roadway and drainage improvements, pedestrian facilities, water and wastewater extensions, and coordination with TxDOT.

Advancing Phase 1 is needed to provide an additional connection to the La Conterra neighborhood ahead of construction of the Southeast Inner Loop Improvement Project. During the Southeast Inner Loop construction, left-turn access from northbound Maple Street onto westbound Southeast Inner Loop will be removed as the roadway is reconstructed. Completing the Ridgeline Boulevard connection to FM 1460 will provide residents with a permanent additional access point and improve connectivity to the surrounding roadway network.

A future task order amendment will be needed to advance the remaining portion of the Ridgeline Boulevard Extension from FM 1460 to Sierra Way through final design and construction phase services.

Staff Recommendation:
Staff has reviewed the additional scope and fee as presented and recommends approval on the amendment to Task Order KPA-25-002 for the additional services related to the Ridgeline Boulevard Extension, Phase 1 Project in the amount of $640,500.00

FINANCIAL IMPACT:

Funds for this expenditure are budgeted in the FY 2026 Transportation CIP Budget and sourced from a combination of 2021 Road Bond Intersection funds as well as development transportation improvement/impact fees.

SUBMITTED BY:
Dustin Clarkson, Systems Engineering

ATTACHMENTS:
First Amendment to Task Order KPA-25-002.pdf

EXHIBIT K, consisting of 12 pages, referred to in and part of the Master Services **Agreement between Owner and Kasberg, Patrick & Associates, LP ("Engineer") for Professional Services** – Task Order Edition dated August 23, 2022.

First Amendment to Task Order No. KPA-25-002

1. Specific Project Data:

   A. Title: FY2025 Street Maintenance – Ridgeline Boulevard Extension

   B. Description: This project involves professional services related to plan preparation for the proposed Ridge Line Boulevard Extension Project – Phase I from FM 1460 to Naturita Drive. This project also includes required right and left turn lanes on FM 1460 and a traffic signal at the proposed intersection of FM 1460 and Ridgeline Boulevard. The professional services for this project will include final roadway design, traffic signal design, drainage design, pedestrian sidewalk design, water/wastewater extension design, WPAP permitting, TxDOT Coordination, bidding phase services, and construction phase services.

   C. City of Georgetown Project Number: Various

   D. City of Georgetown General Ledger Account No.: Various

   E. City of Georgetown Purchase Order No.: PO-2501632; PO-2501633; PO-2501634; PO-2501705; PO-2501706; PO-2501707

   F. Master Services Agreement, Contract Number: 22-0112-MSA

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ☒ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Payment to Engineer

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

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3. Description of Modifications

A. Engineer shall perform the following Additional Services:

Additional professional services to final plan preparation for the proposed Ridge Line Boulevard Extension Project – Phase I from FM 1460 to Naturita Drive, as well as, right and left turn lanes on FM 1460 and a traffic signal at the proposed intersection of FM 1460 and Ridgeline Boulevard. The professional services for this project will include final roadway design, traffic signal design, drainage design, pedestrian sidewalk design, water/wastewater extension design, WPAP permitting, TxDOT coordination, bidding phase services, and construction phase services.

B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

Please find attached Exhibit A – Scope of Services.

C. The responsibilities of Owner are modified as follows:

Provide any record/asbuilt drawings for the existing City owned infrastructure within the project limits.

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Lump Sum Amount of $640,500 (See attached Exhibit B – Fee Schedule)

E. The schedule for rendering Services is modified as follows:

Please find the attached Exhibit C – Project Schedule

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

N/A

4. Attachments [if any]:

Exhibit A – Scope of Services
Exhibit B – Fee Schedule
Exhibit C – Project Schedule
Exhibit D – Project Location Map

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Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor

ENGINEER:

By: _____

Name: Alvin R (Trae) Sutton III, PE, CFM

Title: Vice President/COO

Engineer License or Firm's Certificate No. F-510

State of: Texas

ATTEST

_____

Robyn Densmore; City Secretary

APPROVED AS TO FORM:

_____

_____

City Attorney

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EXHIBIT A – DETAILED PROJECT SCOPE

SERVICES PROVIDED BY ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP

GEORGETOWN, TEXAS

Ridge Line Boulevard Extension Project – Phase I Description:

This project involves professional services related to plan preparation for the proposed Ridge Line Boulevard Extension Project – Phase I from FM 1460 to Naturita Drive. This project also includes required right and left turn lanes on FM 1460 and a traffic signal at the proposed intersection of FM 1460 and Ridgeline Boulevard. The professional services for this project will include final roadway design, traffic signal design, drainage design, pedestrian sidewalk design, water/wastewater extension design, WPAP permitting, TxDOT Coordination, bidding phase services, and construction phase services.

Scope of Services:

The scope of services associated with this project includes:

I. Project Management/Coordination

a. The ENGINEER shall coordinate, conduct and document a Project Kickoff Meeting with City Staff.
b. The ENGINEER shall attend 30%, 60%, 90% and 100% Project Submittal Meetings with City Staff. The project submittal packages shall include project plans, preliminary opinions of probable construction costs (OPCC's) and other support documentation as requested by City Staff. The ENGINEER shall review the submittal package with City Staff and provide written questions and or comments that may arise during the design process and review those with City Staff and provide recommendations, if required. These meetings may also include meeting with Landowners to review the proposed project alignment. Assume six (6) meetings shall be required.
c. The ENGINEER shall provide Contract Management and Coordination. This shall include developing monthly invoices and progress reports, subconsultant coordination, design coordination with the City and design coordination with dry utilities.
d. The ENGINEER shall obtain and review the existing data provided by the City and that have a direct impact of the proposed project.

e. The ENGINEER shall aid City Staff with permitting and permit support meetings.

II. Final Design

Utility Coordination/Right of Way Support/TxDOT Coordination

a. The ENGINEER will provide project support in the form of project data, exhibits and information to the City's assigned right-of-way agent. The ENGINEER will be available to attend meetings with impacted property owners to address questions and comments, if requested.
b. The ENGINEER shall coordinate, attend and document a Utility Coordination Meeting with the existing utilities located within the proposed corridor to discuss impacts this project on the existing utilities. The ENGINEER shall document the highlights of this meeting. Assume two (2) meetings shall be required.
c. The ENGINEER shall coordinate with City Staff and TxDOT Area Office Staff for design of the proposed turn lanes and traffic signal on FM 1460 and the proposed intersection with Ridge Line Boulevard.

Roadway Design

a. Roadway Geometric Design. The ENGINEER will develop final roadway schematic designs with horizontal and vertical alignments based off the topographic surveys. The alignments will be in compliance with the City of Georgetown, TxDOT and AASHTO Roadway Design Criteria. The ENGINEER will review final schematic alignment with City Staff.
b. Typical Sections. The ENGINEER will utilize the roadway geometric design to develop existing and proposed typical roadway sections for project.
c. Plan & Profile Sheets – Roadway. The ENGINEER will prepared plan & profile sheets for the project. The sheets shall include existing topography, utilities, control data, preliminary roadway geometry (vertical and horizontal), drainage improvements, and other related improvements.
d. Intersection Layouts. The ENGINEER shall design typical intersection layouts that identify all horizontal and vertical geometry along the proposed project route. This will also include obtaining project data and alignment(s) from adjacent and/or connecting design projects as may affect the development of proposed alignment.

e. Cross Sections for Roadway. The ENGINEER will prepare roadway cross sections at intervals not to exceed 100 feet along to the proposed roadway alignment. The cross sections shall include the proposed roadway improvements, multi-use trail facility and other related drainage improvements.
f. Pedestrian Facility. The ENGINEER shall perform final design in order to develop plan and profile drawings for a pedestrian facility along the proposed project route. The design of the multi-use trail facility shall be in accordance with the American with Disabilities Act (ADA), Texas Department of License and Regulations (TDLR) and TxDOT design requirements for pedestrian facilities and AASHTO Guidelines for Bike Facilities.
g. Traffic Signal. The ENGINEER shall perform final design for the proposed Traffic Signal at FM 1460/Ridge Line Boulevard Intersection. Design shall be in accordance with TxDOT and City of Georgetown Standards and shall include coordination with TxDOT Staff.

Drainage Design

a. The ENGINEER will incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data will be utilized to develop final drainage areas, hydrology and hydraulics. This will include topographic drawings to prepare the final drainage design.
b. The ENGINEER will develop storm water hydrology for the ultimate roadway section for the project area. The hydrology will be modeled utilizing HEC-HMS with City of Georgetown drainage criteria. The model will incorporate the 10%, 4%, 2% and 1% annual chance storm events. Modeling will develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed drainage infrastructure will be designed for final design for the project area.
c. The ENGINEER will develop plan and profile for the proposed storm water collection systems for the project area.
d. The ENGINEER will finalize the requirements for water quality for the roadway section. Designs will be based on the new impervious cover that will be established with the ultimate build out of the project and current TCEQ requirements for construction within the Edwards Aquifer Recharge Zone. The ENGINEER will endeavor to combine conveyance infrastructure with water quality in an effort to minimize project costs.
e. The ENGINEER will provide final design of a detention/water quality pond located on the project route and shall include final design for the pond,

outlet structure, overall grading plan and typical cross sections for the pond.

f. The ENGINEER will determine potential utility conflicts based on final design for the project area. Coordination with utility companies will be performed by meeting with all effected utilities during the preliminary design phase.
g. The ENGINEER will meet with Staff to review the final drainage design, phasing for the project, utility conflicts and relocations, water quality options, etc. All comments and direction from the meeting will be incorporated in to the project.

Water/Wastewater Design

a. The ENGINEER will incorporate the existing City water and wastewater lines into the proposed plan/profile plan sets. The ENGINEER will utilize this existing data to develop connection points for the proposed water and wastewater extensions.
b. The ENGINEER will develop plan and profile for the proposed water line and wastewater line conflicts within the project area.
c. The ENGINEER will provide connection details and layouts for the proposed water and wastewater line relocations.
d. The ENGINEER will provide roadway crossing designs and details.

Incidentals Design

a. The ENGINEER will design erosion control measures to be utilized for the project and shall identify the locations of the measures to be installed in an overall erosion control exhibit to be incorporated into the plans.
b. The ENGINEER will design an overall striping plan for the project route in accordance with City of Georgetown, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements.
c. The ENGINEER will prepare a traffic control plan in accordance with the City of Georgetown, TxDOT and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements.
d. The ENGINEER will provide miscellaneous construction details required to construct the project.
e. The ENGINEER will develop and prepare project specific technical specifications.
f. The ENGINEER will prepare a project bid schedule. The ENGINEER will perform a quantity take off for the project and will prepare and opinion of probable construction cost based off the 100% plan sets (bidding sets).

g. The ENGINEER will prepare Contract Documents and Technical Specification books and 100% Plan Sets and deliver to the City. (10 Sets)

III. Bidding

a. The ENGINEER will develop the invitation to bid and deliver to City Staff for advertising the project for public bidding. The ENGINEER will also solicit bids from past contractors to acquire as competitive a bidding process as possible.
b. The ENGINEER will manage and distribute bidding documents.
c. The ENGINEER will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.
d. The ENGINEER will receive all questions from bidders, log the questions and answer in the form of an addenda.
e. The ENGINEER will conduct the bid letting, receive all bids, tabulate the bids and certify them.
f. The ENGINEER will research the low bidder(s) qualifications and recommend award to the City of Georgetown.

IV. Construction Administration

a. The ENGINEER will prepare two (2) hard copies of the contract documents; forward those to the contractor awarded the project by Georgetown City Council. Once the contractor has executed the contract documents, they will be checked for proper documentation and forwarded to the City of Georgetown for execution.
b. The ENGINEER will prepare and distribute construction plan sets, including three (3) plans sets for City Staff, incorporating information and changes to the plans and specifications that were addressed in the Addenda.
c. The ENGINEER will schedule and conduct the Pre-Construction Conference. Minutes from the conference will be taken and distributed.
d. The ENGINEER will receive and review all submittals and material samples for the project. Documentation for the submittals will be generated and distributed to the City of Georgetown and the contractor.
e. The ENGINEER will hold bi-monthly construction progress meetings. These meetings will include meeting agendas covering project specifics and schedules. Notes will be taken by the ENGINEER at the meetings.

Minutes will then be developed and distributed to the City of Georgetown Staff and the contractor.

f. The ENGINEER will make periodic visits the project site. These site visits are utilized to perform a general overview of the project and answer any questions the contractor may have. The City of Georgetown will provide daily on-site representation for the project.

g. The ENGINEER will develop pay estimate forms for the project. These will be distributed to City Staff and the contractor. The ENGINEER will review the pay requests with City Staff.

h. The ENGINEER shall review and respond to Requests for Information provided by the Contractor or City Staff.

i. The ENGINEER shall review and provide comments, if any, to change order requests provided by the Contractor. The ENGINEER shall prepare the agreed upon change order utilizing the City of Georgetown Change Order Form and distribute for execution.

j. The ENGINEER will conduct a final walk through of the project. Punch list items will be generated during this review. A letter addressed to City Staff will be generated discussing the findings of the walk through. The contractor will be copied on this letter as well.

k. The ENGINEER will develop final record Drawings for the City of Georgetown Staff. The record Drawings will be presented in the form of a DVD with pdf of each plan sheet and a full 11x17 hard copy as well as the CAD file for GIS use.

l. The ENGINEER will prepare a project closeout package that will include final record drawings, final pay estimate, final closeout change order and any other project closeout documentation.

EXHIBIT B: FEE SCHEDULE

Ridge Line Boulevard Extension Project - Phase I
Summary of Professional Services Fee
August 6, 2026

COST SUMMARY	Summary of Hours			
	KPA	LEE	TERRACON	TOTAL
1. PROJECT MANAGEMENT/COORDINATION	**$ 28,900.00**			**$ 28,900.00**
2. FINAL DESIGN	**$ 366,400.00**	**$ 97,400.00**	**$ 26,400.00**	**$ 490,200.00**
3. BIDDING	**$ 12,500.00**			**$ 12,500.00**
4. CONSTRUCTION ADMINISTRATION	**$ 103,900.00**			**$ 103,900.00**
PROFESSIONAL SERVICES TOTAL	**$ 511,700.00**	**$ 97,400.00**	**$ 26,400.00**	**$ 635,500.00**
Project Fees:				
TDLR Project Registration, Review & Inspection Fee				$ 1,500.00
TCEQ WPAP Assessment Fee				$ 3,500.00
Project Fees Total				**$ 5,000.00**
PROJECT TOTAL				**$ 640,500.00**

Subconsultants:

Lee Engineering (LEE) - Traffic Signal Design & Warrant Study
Terracon (TER) - Geotechnical Report & Geological Assessment)

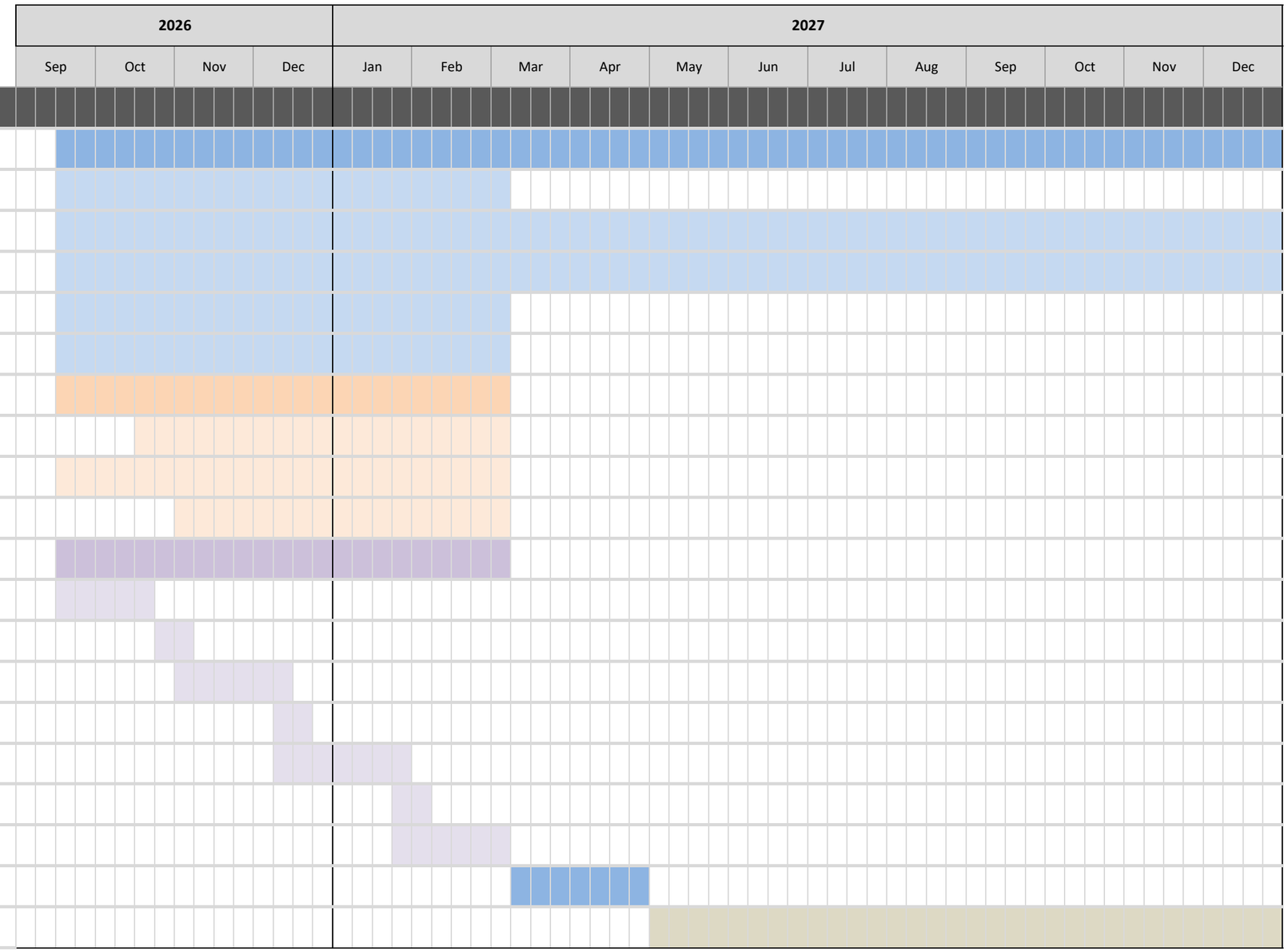
Ridge Line Boulevard Extension Project - Phase I

KPA Engineers

Project Start: Mon, 9/14/2026

End Date: Thu, 12/30/2027

TASK	ASSIGNED TO	PROGRESS	START	END
Project Management			9/14/26	12/30/27
Task 1	Project coordination with Sub Consultants		9/14/26	3/9/27
Task 2	Progress Meeting/Coordination w/Staff		9/14/26	12/30/27
Task 3	Monthly Progress Reports/Invoices		9/14/26	12/30/27
Task 4	COG Permit Support		9/14/26	12/30/27
Task 5	QA/QC		9/14/26	3/9/27
Utitily Coordination & Permitting			9/14/26	3/9/27
Task 1	Utility Coordination		10/14/26	3/9/27
Task 2	Right of Way Support		9/14/26	3/9/27
Task 2	TxDOT Coordination		10/29/26	3/9/27
Final Design			9/14/26	3/9/27
Preparation of 30% Plan Sets			9/14/26	10/29/26
30% Plan Submittal and Plan Review			10/29/26	11/5/26
Preparation of 60% Plan Sets & OPC			10/29/26	12/13/26
60% Plan Submittal and Plan Review			12/13/26	12/20/26
Preparation of 90% Plan Sets & OPC			12/13/26	1/27/27
90% Plan Submittal and Plan Review			1/27/27	2/3/27
Preparation of 100% Plans, Bid Documents & Final OPC			1/27/27	3/9/27
Bidding Support			3/9/27	5/9/27
Construction Adminstration			5/9/27	12/30/27



CITY OF GEORGETOWN, TEXAS

RIDGE LINE BOULEVARD PROJECT ALIGNMENT - PHASE I

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

AUGUST, 2026

EXHIBIT D

P:\Georgetown\2024\2024-193 RIDGE LINE EXTENSION\CAD\BASE PHASE 1\PBD RIDGELINE.dwg - 11x17
© 2026 Kasberg, Patrick & Assoc. LP

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order VOL-26-001 Volkert, Inc. to design East SH29 from Haven Lane to Patriot Way

SUGGESTED ACTION:
Consideration and possible action to approve Task Order VOL-26-001 with Volkert, Inc, for professional services related to the East SH29 from Haven Lane to Patriot Way in the amount of $466,442.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

ITEM SUMMARY:
In 2023, Council approved Task Order VOL-23-001 with Volkert, Inc. to begin preliminary engineering for SH 29 from Haven Lane to Patriot Way. This task order would take the existing two lane roadway into a major arterial with four main lanes, a continuous center turn lane, and a 10 foot shared use path. The preliminary design also covered drainage, traffic, utilities, and other related improvements. All data collected during this phase was used to develop a 30% schematic.

This Task order will advance the 30% schematic to a 100% schematic. A key component required for completion is drainage. Volkert will prioritize a comprehensive drainage and detention analysis including identification of outfall locations and detention placement.

Converting the existing 2-lane road and turning it into a major arterial will require additional Right-Of Way (ROW). The existing ROW widths varies from 100'-135' and the improved roadway is estimated to require up to 175 feet. As part of this task order Volkert will survey the areas that will need to be acquired and prepare metes and bounds. With the permanent ROW needed, the consultant will also prepare metes and bounds for any temporary construction easements that may be needed. With obtaining all metes and bounds at this time, it will help accelerate the ROW acquisition once funding is obtained.

Volkert estimates completion of the 100% schematic within five months after receiving Notice to Proceed.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted in the FY 2026 Transportation CIP Budget. PRJ000471

SUBMITTED BY:
Moose Morales, Systems Engineering

ATTACHMENTS:
VOL-26-001 Volkert.pdf

TASK ORDER

Task Order No. VOL-26-001, consisting of **15** pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Volkert, Inc. ("Engineer") for Professional Services – Task Order Edition, dated **February 10, 2023** ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Title: SH 29 Improvements

   B. Description: Preliminary & Final 100% Schematic for roadway, drainage, traffic, utility, pedestrian facility, and associated improvements to SH 29 from Havens Lane to Patriot Way for approximately 2.76 miles.

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 23-0102-MSA_____

2. **Services of Engineer**

   See EXHIBIT A – Schedule of Engineer's Services

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in the Agreement subject to the following:

   See EXHIBIT B – Schedule of Owner's Responsibilities

4. **Times for Rendering Services**

Phase	Completion Date
Preliminary 100% Schematic	September 11, 2026 (est)
Final 100% Schematic	December 16, 2026 (est)
City/TxDOT Approval	December 31, 2026 (est)

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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	***Compensation Method***	***Lump Sum or Not to Exceed Amount of Compensation for Services***
Basic Services		
Preliminary & Final (100%) Schematic Development	*Lump Sum*	*$ 232,389.00*
Preliminary & Final ROW Parcel Exhibits/Descriptions	*Lump Sum*	*$ 234,053.00*
	Total TO	$ 466,442.00

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

Volkert, Inc. – Prime (Design & Survey)

7. **Other Modifications to Agreement:**

N/A

8. **Attachments:**

EXHIBIT A – Schedule of Engineer's Services
EXHIBIT B – Schedule of Owner's Responsibilities
EXHIBIT C – Engineer's Estimate of Labor
EXHIBIT D – Project Schedule

9. **Documents Incorporated By Reference:** The Agreement effective

N/A

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TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2026.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: Trevor Reed, PE
Title: Mayor, City of Georgetown	Title: Vice President
	Engineer License or Firm's Certificate No. F-12679
	State of: Texas
Date: _____	Date: 06/26/2026

ATTEST:	APPROVED AS TO FORM:
_____	_____
_____	_____
City Secretary	City Attorney

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TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:		Name:	Arnold Gonzales, Jr., PE
Title:		Title:	Assistant Vice President
Address:	300-1 Industrial Ave. Georgetown, TX 78626	Address:	801 E. Old Settlers Blvd., Suite 200 Round Rock, TX 78664
E-Mail Address:		E-Mail Address:	arnold.gonzales@volkert.com
Phone:		Phone:	737-241-2436 (office) 361-648-2408 (mobile)
Fax:		Fax:	N/A

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EXHIBIT A
SCHEDULE OF ENGINEER'S SERVICES
SH 29 IMPROVEMENTS

PROJECT DESCRIPTION

Project Limits
The project limits are SH 29 from Havens Lane to Patriot Way for approximately 2.76 miles.

Existing Facility
The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW 100ft to 135ft.

Proposed Facility
Proposed major arterial with four mainlanes (two in each direction), raised center median, curb and gutter, 10' shared use path on both sides, with an approximate proposed ROW width of 135ft to 171ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from City of Georgetown (City) and TxDOT design criteria as applicable.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**5** months assumed):

      - Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.

   c. Quality Assurance and Quality Control (QA/QC) Reviews:

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. Project Coordination & Administration:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the City.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings:

- Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files

2. ROUTE AND DESIGN STUDIES

a. Data Collection:

- Review record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data/models, environmental reports, studies, future land use maps, floodplain data, official copies of FEMA floodplain and drainage models and analyses. Obtain site plans, master plans, and/or construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Review the data collected and update organized information as needed.

b. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria, drainage criteria) in accordance with the latest versions of City of Georgetown design standards, TxDOT design criteria and other associated local/state manuals, as applicable.
- Review design criteria utilized for existing schematic.

c. **Deliverables:**

- Preliminary & Final 100% Design Summary Report Form (pdf)

3. SCHEMATIC DEVELOPMENT

- Prepare Preliminary & Final 100% Schematic submittal per City/TxDOT Schematic submittal checklist and selected design criteria.
- Prepare Preliminary & Final 100% Engineering Costs Estimate for the construction quantities covering all items of the proposed work.
- Prepare Preliminary & Final 100% Cross-sections (every 100') for the construction elements of the proposed work for design purposes.
- Development of 3D model (ORD) reflecting the proposed design elements
- Address review comments from TxDOT & City staff (30% & 100% Reviews)

b. **Deliverables:**

- Preliminary & Final 100% Schematic (roll plots) including cost estimate.
- Preliminary & Final 100% Schematic cross-sections (roll plot or 11"x17" sheets)

4. DRAINAGE

a. Data Collection Review:

- Review information from the City and TxDOT including existing SH 29 and SH 130 and site development plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities (including storm drain systems, detention, and water quality), existing bridge and culvert data, environmental data.
- Review documents for existing and proposed developments along proposed route from the City and City ordinances related to project development.

b. Cross Drainage Analysis Review:

- Review preliminary hydrology and hydraulic analysis of Smith Creek to confirm location and sizes for cross drainage as needed. Two (2) cross drainage structures were identified at Smith Creek and west of Indian Creek Drive.
- Update the Schematic Cross Drainage Technical Memorandum summarizing methodology, results, and cost estimate.

c. Detention Needs Analysis Review:

- The project currently has limited outfall locations and conversion from open ditch to closed drainage will require the use of offsite drainage easements to serve as outfalls. Identified outfall locations and easement locations will be reviewed for detention placement. These

easements will be along existing City ROW to the greatest extent possible. Storm drain analysis will not be evaluated or analyzed as part of this effort.

- The Engineer will review the amount of the total detention storage, using Malcom Small Watershed Method, to control ROW runoff for the design frequency based on hydrograph routing for the 1% storm event per the City's Drainage Criteria, as well as a rough estimate of the available on-site volume. Engineer will review the 1% storm event analysis to confirm detention storage needs, locations, grading for ponds, and ROW/easement requirements.
- The Engineer will review and update the Schematic Drainage Technical Memorandum as needed. No floodplain permits will be submitted for this schematic phase.

d. Water Quality Needs Analysis Review:

- BMP analysis: The Engineer review all BMPs previously permitted under the TCEQ Edwards Aquifer rules that might be impacted by the project. The Engineer shall review the amount of total suspended solids (TSS) being treated under these permitted BMPs and confirm right-of-way (ROW)/easement requirements for WQ BMPs identified in the schematic.
- TSS load analysis: The Engineer shall review the TSS load calculations to confirm the TSS amount required to be treated under the Edwards Aquifer rules. This calculation is based on the increase in the amount of impervious cover within the project area. The Engineer will review the 80% of the increase in TSS load resulting from the development on the project and confirm the locations identified for water quality BMP placement.
- The Engineer will review and update the Schematic Drainage Technical Memorandum as needed. For all identified permanent BMP treatment options, the Engineer will review the identified treatment options and confirm any necessary drainage easements required for the water quality BMPs. No coordination with TCEQ is anticipated at this schematic phase.

e. **Deliverables:**

- Updated Final 100% Schematic Drainage Technical Memorandum (pdf)

5. RIGHT-OF-WAY SURVEYS:

a. Abstracting:

- Obtain copies of all documents to define the existing ROW including TxDOT ROW maps, ROW conveyances, and subdivision plats indicating dedications of public ROW.
- Obtain copies of all existing ownership documents for the parent tracts along with all subdivision plats and recorded documents defining existing easements within, along or intersecting the existing ROW.

b. Field Surveys:

- Locate existing and set additional horizontal control points, as necessary.
- Obtain right-of-entry to survey on private property and prepare a spreadsheet of the information obtained.

- Locate property corners, ROW monumentation, and improvements within 50 feet of the proposed ROW necessary to produce property descriptions.
- Set appropriate monuments on the proposed ROW lines at intersecting property lines, and all points of curvature (PC), points of tangency (PT), angle points, and intersecting ROW lines of side streets.

c. Property Descriptions:

- Prepare a property description for each parcel in the form of a preliminary and final deliverable. Each property shall include a metes and bounds description and a parcel plat. If a temporary construction easement (TCE) is required, the TCE will require its own metes and bounds description. If a TCE is required, the TCE shall be depicted on the corresponding parcel plat. Each property description shall be signed and sealed by a Texas Registered Professional Land Surveyor (RPLS).
- Prepare a metes and bounds description for each parcel of land to be acquired and TCEs as applicable. The surveyor shall follow the standard formats for metes and bounds descriptions that TxDOT has developed.
- Prepare a parcel plat for each parcel of land to be acquired. The surveyor shall follow the standard formats for parcel plats that TxDOT has developed. If applicable, TCEs shall be depicted on the corresponding parcel plat.

d. **Deliverables:**

- Preliminary property exhibits & descriptions (pdf)
- Final property exhibits & descriptions (pdf)
- Copies of ownership documents indexed by parcel (pdf)
- Right of entry spreadsheet (Excel)

6. DELIVERABLES:

a. Preliminary & Final 100% Schematic:

- Rollplots of Preliminary & Final 100% schematic improvements in accordance with the City/TxDOT Schematic requirements, addressing all review comments from City and TxDOT from previous 30% Schematic phase.
- Preliminary & Final 100% Design Summary Report Forms (pdf)

b. Preliminary & Final 100% Schematic Cost Estimate:

- Include the updated cost estimates in accordance with City/TxDOT Bid Items (pdf)

c. Preliminary & Final 100% Cross-sections:

- Roadway cross-sections provided every 100-ft station (roll plot or 11”x17” sheets), developed from the 3D model (ORD) (pdf)

7. <u>EXCLUSIONS:</u>

   a. The following items are **not** included in this work authorization:

   - RIGHT-OF-WAY (ROW) MAPPING
   - TITLE COMMITMENTS OR LIMITED CERTIFICATES OF TITLE
   - CLOMR OR LOMR
   - PROPOSED RAISED MEDIAN PROJECT ASSESSMENT (required by TxDOT at or prior to 30% PS&E development)
   - ADDITIONAL ENVIRONMENTAL SERVICES FOR REVISIONS OR UPDATES TO APPROVED CE
   - GEOTECHNICAL SERVICES (including pavement design)
   - PLAN PREPARATION (PS&E) SERVICES
   - BIDDING PHASE SERVICES
   - CONSTRUCTION PHASE SERVICES
   - UTILITY COORDINATION, DESIGN, OR RELOCATION PLANS/ESTIMATES
   - ADDITIONAL SUBSURFACE UTILITY INVESTIGATION

EXHIBIT B
SCHEDULE OF OWNER'S RESPONSIBILITIES FOR SH 29 IMPROVEMENTS

In general, City of Georgetown and its representatives, to their best efforts will render services as follows:

1. Name, business address and phone number of City's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate City/County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the City website.

10. Assist with Coordination between the Engineer, TxDOT, and the City's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Review Engineer progress, submittals, and plan changes.

EXHIBIT C - ENGINEER'S SCHEDULE OF SERVICES

SUMMARY OF FEES			
	LABOR	REIMB/ODE	TOTAL
VOLKERT (DESIGN)	$ 232,035.00	$ 354.00	$ 232,389.00
VOLKERT (SURVEY)	$ 216,550.00	$ 17,503.00	$ 234,053.00
	$ 448,585.00	**$ 17,857.00**	**$ 466,442.00**

Final Schematic Schedule: 5 months (est.)

VOLKERT

FIRM: VOLKERT, INC. (ENGINEERING)
CLIENT: CITY OF GEORGETOWN (TXDOT)
PROJECT NAME: SH 29 (Haven Lane to Patriot Way)
TASK ORDER: 02
COUNTY: WILLIAMSON

ESTIMATE OF LABOR

DATE: 06/29/26

TASK	CLASSIFICATION	Project Principal	Project Mgr	Quality Mgr	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr. Struct. Engineer	Struct. Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Eng Tech	Sr. CADD Operator	CADD Operator	Utility Engineer	GIS Analyst	GIS Tech	Admin Clerical	Misc.	TOTAL	
SUMMARY OF HOURS	*BILLING RATES*	*$310.00*	*$270.00*	*$240.00*	*$245.00*	*$200.00*	*$165.00*	*$140.00*	*$265.00*	*$210.00*	*$250.00*	*$215.00*	*$240.00*	*$205.00*	*$150.00*	*$140.00*	*$105.00*	*$160.00*	*$110.00*	*$100.00*	*$90.00*			
1 Project Management			57	8	43			8													10		126	
2 Route and Design Studies			8		16			4															28	
3 Schematic Development			12		40	70		80	8	14	24	44			170								462	
4 Drainage			8		16						150	80			120								374	
6 Deliverables			12		30			60							90								192	
TOTAL HOURS			97	8	145	70		152	8	14	174	124			380						10		1,182	
Percentage of Total Labor			8%	1%	12%	6%		13%	1%	1%	15%	10%			32%						1%		100%	
SUMMARY OF COSTS																								
1 Project Management			$15,390	$1,920	$10,535			$1,120													$900		$ 29,865.00	12.87%
2 Route and Design Studies			$2,160		$3,920			$560															$ 6,640.00	2.86%
3 Schematic Development			$3,240		$9,800	$14,000		$11,200	$2,120	$2,940	$6,000	$9,460			$25,500								$ 84,260.00	36.31%
4 Drainage			$2,160		$3,920						$37,500	$17,200			$18,000								$ 78,780.00	33.95%
6 Deliverables			$3,240		$7,350			$8,400							$13,500								$ 32,490.00	14.00%
TOTAL COSTS			$26,190	$1,920	$35,525	$14,000		$21,280	$2,120	$2,940	$43,500	$26,660			$57,000						$900		$ 232,035.00	100.00%
1 Project Management			57	8	43			8													10		126	
1 Project Management																								
1.1	Project Coordination/Administration		40		20																		60	5 months duration
1.2	Monthly Reports/Invoicing		5		5																5		15	
1.3	QA/QC Reviews		2	8	8			8															26	
1.4	Progress/Coordination Meetings		5		5																5		15	
1.5	Project Scheduling		5		5																		10	
2 Route and Design Studies			8		16			4															28	
2 Route and Design Studies																								
2.1	Data Collection/Field Investigation		2		4																		6	
2.2	Design Criteria		2		4																		6	
2.3	Site Plan/Master Plan Review & Coordination		2		4			4															10	
2.4	Design Summary Reports		2		4																		6	
3 Schematic Development			12		40	70		80	8	14	24	44			170								462	
3 Schematic Development																								
3.1	Prepare Preliminary & Final 100% Schematic		4		20	30		60	8	10	20	40			100								292	2 submittals
3.2	Prepare Preliminary & Final 100% Cost Estimate		4		10			10		4	4	4			10								46	
3.3	Prepare Preliminary & Final 100% Cross-sections		4		10	40		10							60								124	
4 Drainage			8		16						150	80			120								374	
4 Drainage																								
4.1	Data Collection Review		2		4						10	10											26	
4.2	Cross Drainage Analysis Review		2		4						40	20											66	
4.3	Detention Needs Analysis Review		2		4						40	20			60								126	3D modeling & grading for WQ/Det ponds
4.4	Water Quality Needs Analysis Review		2		4						60	30			60								156	
6 Deliverables			12		30			60							90								192	
6 Deliverables																								
6.1	Preliminary & Final 100% Schematic		4		10			20							40								74	2 submittals
6.2	Preliminary & Final 100% Cost Estimate		4		10			20							10								44	
6.3	Preliminary & Final 100% Cross-sections		4		10			20							40								74	

VOLKERT OTHER DIRECT EXPENSES

	RATE	QUANTITY	COST
Photocopies B/W (8 1/2" X 11") / each	$ 0.15	100	$ 15.00
Photocopies B/W (11" X 17") / each	$ 0.60	100	$ 60.00
Photocopies Color (8 1/2" X 11") / each	$ 0.75	40	$ 30.00
Photocopies Color (11" X 17") / each	$ 1.50	20	$ 30.00
Digital Ortho Plotting / sheet	$ 2.00		$ -
Plots (B/W on Bond) / sf	$ 2.00		$ -
Plots (Color on Bond) / sf	$ 5.00		$ -
Plots (Color on Photographic Paper) / sf	$ 6.00		$ -
Color Graphics on Foam Board / sf	$ 15.00		$ -
Mileage (Current Federal Rate)	$ 0.73	300	$ 219.00
		TOTAL VOLKERT'S ODEs:	$ 354.00

FIRM: VOLKERT, INC. (SURVEY)
CLIENT: CITY OF GEORGETOWN (TXDOT)
PROJECT NAME: SH 29 (Haven Lane to Patriot Way)
TASK ORDER: 02
COUNTY: WILLIAMSON

ESTIMATE OF LABOR

TASK	Survey Project Manager	Project Surveyor	Survey Crew (2 - Man)	Sr. Survey Technician	Survey Technician	Clerical	TOTAL
SUMMARY OF HOURS — *BILLING RATES*	*$185*	*$165*	*$185*	*$115*	*$95*	*$65*	
5.1 Field	0	0	334	0	0	0	**334**
5.2 Office	144	278	0	354	414	34	**1,224**
TOTAL HOURS	**144**	**278**	**334**	**354**	**414**	**34**	**1,558**
SUMMARY OF COSTS							
5.1 Field	$0	$0	$61,790	$0	$0	$0	**$61,790**
5.2 Office	$26,640	$45,870	$0	$40,710	$39,330	$2,210	**$154,760**
REIMBURSABLE COSTS							**$17,503**
TOTAL COSTS	**$26,640**	**$45,870**	**$61,790**	**$40,710**	**$39,330**	**$2,210**	**$234,053**

COMMENTS:

Reimbursable Costs calculated for Mileage fee's, copy costs, and all other miscellanous billable items.

Mileage and incidentals:

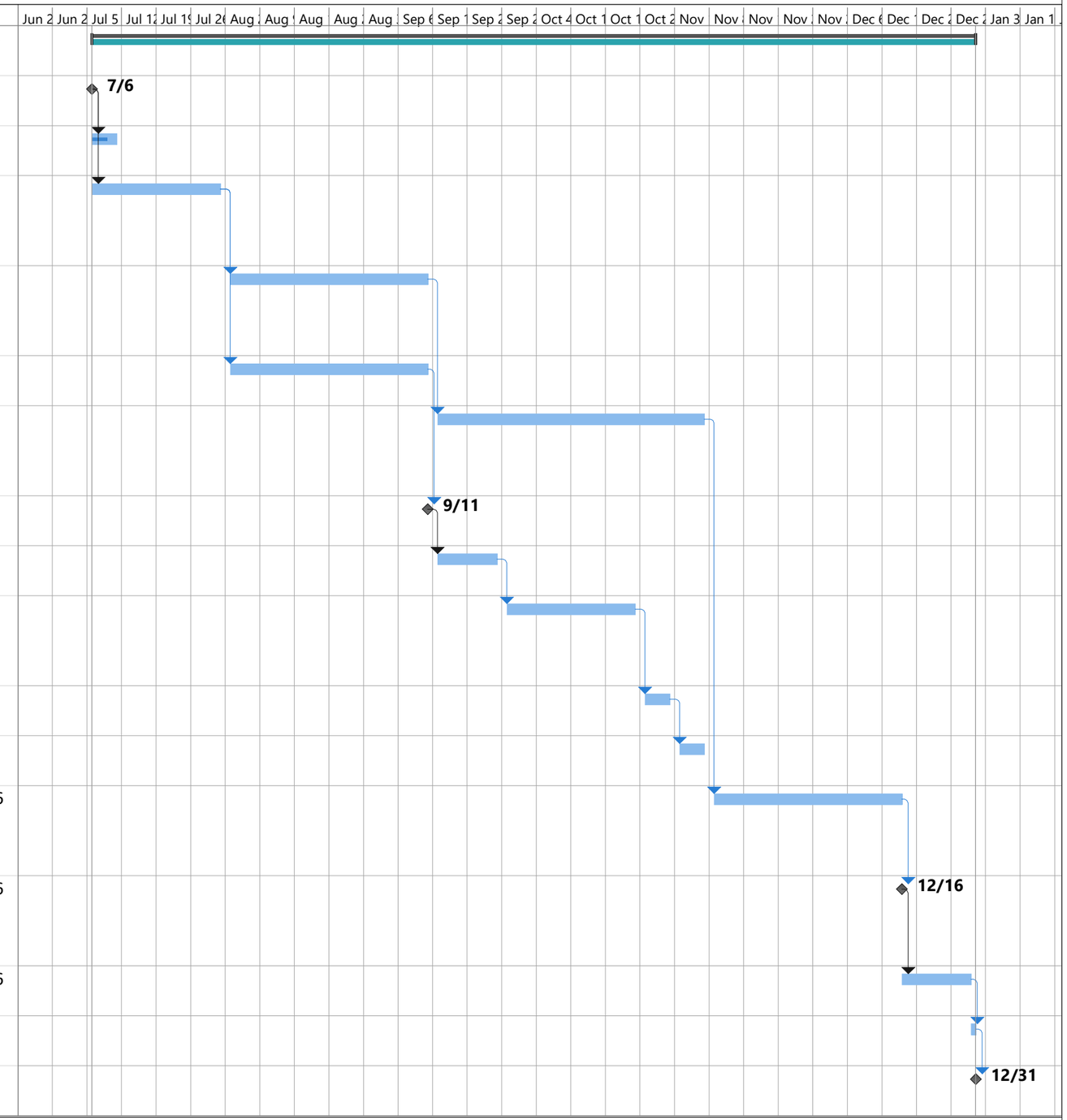
Copies / research / abstracting	$ 500.00
31 days of per diem @ $178	$ 11,036.00
$15/hour - survey equipment	$ 5,010.00
1320 miles @ $0.725 (6 round trips)	$ 957.00
	$ 17,503.00

	TASK	Survey PM	Project Surveyor	Survey Crew	Sr Survey Tech	Survey Tech	CLERICAL ADMIN	TOTAL	SCOPE OF WORK	
5.0	**RIGHT-OF-WAY SURVEYS**	**144**	**278**	**334**	**354**	**414**	**34**	**1558**		**1,558**
5.1	**Field**	**0.0**	**0.0**	**334.0**	**0.0**	**0.0**	**0.0**	**334.00**		**334**
5.1.1	Verify Existing/Set Survey Control			20.0				20.00		
5.1.2	Existing ROW Survey			80.0				80.00		
5.1.3	Parcel Surveys (Parent Tracts and Improvements)			160.0				160.00		
5.1.4	Set Corners (assume Volkert rods/caps)			50.0				50.00		
5.1.5	Travel			24.0				24.00		
5.2	**Office**	**144.0**	**278.0**	**0.0**	**354.0**	**414.0**	**34.0**	**1224**		**1,224**
5.2.1	Process Control/ROW/Boundary/Improvement Data				24.0			24		
5.2.2	Research/Abstracting		20.0		40.0	40.0		100		
5.2.3	Deed Sketches				60.0	60.0		120		
5.2.4	Right of Entry				10.0	24.0	24.0	58		
5.2.5	ROW & Boundary Determinations/Calculations	40.0	80.0		40.0	40.0		200		
5.2.6	Prepare TxDOT Style Parcel Descriptions/Plats	80.0	160.0		180.0	250.0		670		
5.2.8	Project Coordination	16.0	16.0					32		

EXHIBIT D

PROJECT SCHEDULE - TO02 Final 100% Schematic Development

ID	Task Name	Duration	Start	Finish
1	**TO02-SH 29 East Expansion Final 100% Schematic**	**129 days**	**Mon 7/6/26**	**Thu 12/31/26**
2	Notice to Proceed	0 days	Mon 7/6/26	Mon 7/6/26
3	Data Collection/DSR Update	5 days	Mon 7/6/26	Fri 7/10/26
4	Review 30% Drainage & Update Models for Preliminary 100% Schematic	20 days	Mon 7/6/26	Fri 7/31/26
5	Develop Preliminary 100% Schematic & Address TxDOT Comments	30 days	Mon 8/3/26	Fri 9/11/26
6	Prepare Preliminary 100% Cross-sections	30 days	Mon 8/3/26	Fri 9/11/26
7	Prepare Preliminary 100% ROW/Easements (Parcel Exhibits/Constraints List)	40 days	Mon 9/14/26	Fri 11/6/26
8	Submit Preliminary 100% Schematic Package to City/TxDOT	0 days	Fri 9/11/26	Fri 9/11/26
9	City/TxDOT Review Preliminary 100% Schematic Package	10 days	Mon 9/14/26	Fri 9/25/26
10	Address City/TxDOT Preliminary 100% Comments and Prepare Final 100% Schematic Package	20 days	Mon 9/28/26	Fri 10/23/26
11	Prepare Final 100% Schematic Drainage Memo	5 days	Mon 10/26/26	Fri 10/30/26
12	Prepare Final 100% Schematic Cross-sections	5 days	Mon 11/2/26	Fri 11/6/26
13	Prepare Final 100% ROW/Easements (Parcel Exhibits/Constraints List)	28 days	Mon 11/9/26	Wed 12/16/26
14	Submit Final 100% Schematic Package/Parcel Exhibits to City/TxDOT	0 days	Wed 12/16/26	Wed 12/16/26
15	City/TxDOT Review Final 100% Schematic Package	10 days	Thu 12/17/26	Wed 12/30/26
16	Receive City/TxDOT Final Schematic Approval	1 day	Thu 12/31/26	Thu 12/31/26
17	Proceed to PS&E Development	0 days	Thu 12/31/26	Thu 12/31/26



City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order MEI-027-004 with McCord Engineering Inc. 25-0352-MSA

SUGGESTED ACTION:
Consideration and possible action to approve Task Order MEI-27-004 with McCord Engineering, Inc. for Electric Substation Design Services in the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
The purpose of this task order is to provide preliminary and final electric design services for unplanned New Development Projects, including service delivery design packages and load impact evaluations for new loads connected to the existing system, along with preliminary and final engineering submittals for construction.

FINANCIAL IMPACT:
Funds are available in the FY27 CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
MEI-27-004 - [Vendor Signed].pdf
25-0352-MSA - McCord Master Service Agreement [Fully Executed] (2).pdf

Task Order No. MEI-27-004
consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and McCord Engineering, Inc. ("Engineer") for Professional Services – Task Order Edition, September 9, 2025 ("Agreement"), Owner and Engineer agree as follows:

I. **Specific Project Data**

A. Title: Electric Substation Design Services

B. Description: The Engineer will provide general electrical engineering support to the City of Georgetown Electric Department regarding substation projects as outlined in Section 2.

C. City of Georgetown Project Number: Various

D. City of Georgetown General Ledger Account No.: Various

E. City of Georgetown Purchase Order No.: Various

F. Master Services Agreement, Contract Number: 25-0352-MSA

2. **Services of Engineer**

Engineer will assist City of Georgetown with the following:

- Design modern, protective-relaying substation schemes and controls to client specification for distribution application. Provide protection schematic design, control panel design, wiring diagrams, relay scheme and program development, logic diagram development, coordination and protection studies, and field programming of relays and IEDs.
- System Planning
- System Analysis and Operational Support
- Project Management
- Construction Management and Full-Scope EPC
- SCADA Implementation and Support
- Field Staking and Design
- Electric System Inspections
- Substation Equipment Testing and Commissioning

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following:

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Owner will provide access to Partners and electric model for McCord Engineering personnel.

4. **Times for Rendering Services**

N/A since general projects

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services Substation Engineering Design	A. As needed	NTE $$ 500,000

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**
N/A

7. **Other Modifications to Agreement:**
N/A

8. **Attachments:**
N/A

9. **Documents Incorporated By Reference:** The Agreement 25-0352-MSA dated September 9, 2025

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is_____, 20_26

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OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

Date: _____

ENGINEER:

By: _____

Name: Rex Woods, P.E.

Title: President

Engineer License or Firm's Certificate No. F-2664

State of: Texas

Date: 8-25-2026

ATTEST:

_____

_____,
City Secretary

APPROVED AS TO FORM:

_____

_____
City Attorney

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Bethapudi

Title: General Manager of Electric Utility

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: daniel.bethapudi@georgetown.org

Phone: (512) 931-7701

Fax: (512) 930-3559

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rex Woods, P.E.

Title: President

Address: 916 Southwest Parkway East
College Station, TX 77840

E-Mail Address: rwoods@mccordeng.com

Phone: (979) 764-8356

Fax: (979) 764-9644

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CONTRACT ROUTING FORM

Contract No. 25-0352-MSA Project No. _____ Bid No _____ RFP No. RFQ202341

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: McCord Engineering Inc

CONTRACT DESCRIPTION: Master Services Agreement-Engineering Services

CONTRACT VALUE: $ 0.00

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Veronica Ferriz — 08/25/2025
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 9/9/25
LEGAL DEPARTMENT — DATE

_____ — _____
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

_____ — _____
DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

N/A — _____
CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Kolynn Densmore — 09/09/2025
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Veronica Ferriz — 9/11/2025
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: On File	Originals sent to CSO:
Performance Bond: N/A	Scanned into Laserfiche/Global:
Payment Bond:	Council Date: 09/09/2025
N/A Form 1295: 2025-1355902	Item No.: 5.O

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

CONTRACT NO. 25-0352-MSA

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Georgetown, A Texas Home Rule Municipal Corporation ("Owner" or "City") and McCord Engineering, Inc., a Texas Corporation ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services ("Services") will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Task Order is shown in Attachment 1 to this Agreement.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner's Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

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C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.

D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.

B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.

C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

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ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.

B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:

1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.

2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.

C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.

D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However,

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Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.

C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

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any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.

K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.

L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Engineer may retain copies of its work product.

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6.03 *Insurance*

A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.

B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.

C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously indentified policy period has expired as verification of continuing coverage.

D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.

E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.

F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.

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

H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

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I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.

J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: "This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown." In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.

L. If Owner's property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.

M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.

N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant's expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer's Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

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additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:

   a. immediately suspend Services on the date and to the extent specified in the notice;

   b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and

   c. continue to perform the Services not suspended.

2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:

   a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;

   b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and

   c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.

3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.

4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10 days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

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B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,

a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.

b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.

2. For Convenience,

a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:

1) immediately cease providing Services under the Task Order; and

2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.

b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

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6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.

C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.

D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

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6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN**

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EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. **Intellectual Property.**

1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR

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ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.

E. *Release*. Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

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conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

G. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

H. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

I. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

J. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

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3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.

13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

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services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.

18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.

19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.

28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCBs* – Polychlorinated biphenyls.

31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.

35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.

41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

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43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.

45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

Modified Version of EJCDC No. E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

Date Signed: September 9, 2025

ENGINEER:

By: _____

Name: Rex N. Woods, P.E.

Title: President

Engineer License or Firm's Certificate No. (if required by law): PE-87089 F-2664

State of: Texas

Date Signed: 8-25-25

Modified Version of EJCDC No. E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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ATTEST:

Robyn Densmore

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson

City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title:

Phone Number: 512-930-

Facsimile Number: 512-930-3559

E-Mail
Address:

Address for giving notices:

300-1 Industrial Ave.

Georgetown, TX 78626

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Rex N. Woods, P.E.

Title: President

Phone Number: 979-764-8356

Facsimile Number: NA

E-Mail
Address: rwoods@mccordeng.com

Address for giving notices:

916 Southwest Parkway East

College Station, TX 77840

Modified Version of EJCDC No. E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services		*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Resident Project Representative and Post-Construction Phase Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Additional Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective

[Supplement with reference to other Documents, if appropriate.]

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TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____
Date: _____	Date: _____
ATTEST:	APPROVED AS TO FORM:
_____	_____
_____, City Secretary	City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: _____

Phone: _____

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Fax: _____

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EXHIBIT G, consisting of 1 page, referred to in and part of the **Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

The limits for Engineer's insurance required by paragraph 6.03 of the Agreement are as follows:

Workers' Compensation with statutory limits. Engineer shall certify in writing that the Engineer provides Workers' Compensation Insurance for all of Engineer's employees involved in the Project. In addition, Engineer shall meet each stipulation required by the Texas Workers Compensation Commission. If you have questions concerning the requirements, you are instructed to contact the TID at (800) 252-3439.

Employers Liability with minimum limits for bodily injury: a) by accident, $250,000 per each accident b) by disease, $250,000 per employee with a per policy aggregate of $500,000.

Commercial General Liability including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, $2,000,000 general aggregate. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 36 months following the last to occur: 1) expiration of this Agreement; or 2) Engineer's completion, and Owner's acceptance, of all Services provided under any and all Task Orders, if any, approved pursuant to the Agreement. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Agreement.

Business Automobile Liability covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

Professional Liability $2,000,000 per claim. With written approval of the City's Risk Manager, a Claims Made Policy may be accepted for Professional Liability Insurance.

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EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and _____ ("Engineer") for Professional Services** – Task Order Edition dated _____.

Amendment to Task Order No. _____

1. Specific Project Data:

   A. Title: _____

   B. Description: _____

   _____

   _____

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: _____

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ☐ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Payment to Engineer

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

A. Engineer shall perform the following Additional Services:

B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

C. The responsibilities of Owner are modified as follows:

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

E. The schedule for rendering Services is modified as follows:

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ANCO Insurance
PO Box 3889
Bryan TX 77805

CONTACT NAME: Michele Stafford
PHONE (A/C, No, Ext): 800-749-1733 FAX (A/C, No): 979-774-5372
E-MAIL ADDRESS: staffordm@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Hartford Underwriters Insuranc	30104
INSURER E :	
INSURER F :	

INSURED
McCord Engineering Inc.
916 Southwest Pkwy East
College Station TX 77840

MCCOENG-01

COVERAGES CERTIFICATE NUMBER: 2082376304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7013633066	1/2/2025	1/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7018208343	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7013633083	1/2/2025	1/2/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001262414	1/2/2025	1/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2025	1/2/2026	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78628
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Liane Graham

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ACORD 25 (2016/03)

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

000045 - 0005 of 0006 - NNNNNNN - 01005 JOBID 3AB2A003110
INSURED
45

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "**Bodily injury**" or "**property damage**"; or
   b. Offense that caused the "**personal and advertising injury**";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or

   c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard.**"

All other terms and conditions of the Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/24

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355902

Date Filed:
08/27/2025

Date Acknowledged:
8/27/2025

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

McCord Engineering, Inc.
College Station, 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.

City of Georgetown

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.

25-0352-MSA
Professional Services Task Order Edition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCord, Jimmy	College Station, TX United States	X	
Woods, Rex	College Station, TX United States	X	
Cerny, Julie	College Station, TX United States	X	
Parker, Kathy	College Station, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathy J. Parker, and my date of birth is 7/25/1958.

My address is 17947 Wigeon Trail, College Station (city), TX (state), 77845 (zip code), USA (country).

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

Executed in Brazos County, State of TX, on the 27th day of August (month), 2025 (year).

Kathy J. Parker
Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order MEI-027-003 with McCord Engineering Inc. 25-0352-MSA

SUGGESTED ACTION:
Consideration and possible action to approve Task Order MEI-27-003 with McCord Engineering, Inc. for New Development Engineering and Design Assistance in the amount not to exceed $2,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
The purpose of this task order is to provide preliminary and final electric design services for unplanned New Development Projects, including service delivery design packages and load impact evaluations for new loads connected to the existing system, along with preliminary and final engineering submittals for construction.

FINANCIAL IMPACT:
Funds are available in the FY27 CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
MEI-27-003 - [Vendor Signed].pdf
25-0352-MSA - McCord Master Service Agreement [Fully Executed] (2).pdf

TASK ORDER

Task Order No. MEI-27-003, consisting of 8 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and McCord Engineering, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 9, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Title: New Development Engineering and Design Assistance

   B. Description: The Engineer will provide general electrical engineering support to the City of Georgetown Electric Department as outlined in Section 2.

   C. City of Georgetown Project Number: Various

   D. City of Georgetown General Ledger Account No.: Various

   E. City of Georgetown Purchase Order No.: Various

   F. Master Services Agreement, Contract Number: 25-0352-MSA

2. **Services of Engineer**

   Prior to the Engineer performing services for the Owner, the Engineer shall submit a Service Order to the Owner detailing the scope of work and the agreed upon engineering not-to-exceed (NTE) amount.

   A. Unplanned Distribution System Construction Assistance. (Electric System Expansion Engineering)

      i. Engineer will be responsible for professional services related to developing preliminary and final engineering submittals sealed for construction for the following unplanned projects:

         1) Residential developmental projects

         2) Commercial developmental projects

         3) Industrial developmental projects

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4) In the course of developing said submittals, Engineer will adhere to the following scope:Coordinate with City staff on New Development projects assigned to Engineer. This coordination will include the following:

   a) Obtain site and utility information from the City staff to be used in developing base drawings in AutoCAD format (i.e.: civil and landscape design files from the Developer).

   b) Obtain site and utility information from the City staff to be used in developing base drawings in PDF format (i.e.: civil, MEP, and landscape design files from the Developer).

   c) Obtain electric load information from the City staff (i.e.: City Load Analysis Form).

5) Prepare an Engineering Analysis (EA) package for the new development project based on plans given to the Engineer by the City electric staff.

   a) Assure no conflicts with existing or planned utilities.

   b) Identify and coordinate need of any easements/right-of-ways.

   c) Identify any existing City electric infrastructure which must be modified to serve the project.

   d) Notify the City if City fiber is present.

   e) Call in locates, as required, and look for any potential conflicts, if required.

   f) Prepare a preliminary design on AutoCAD (as required) and on Partners and have City electric staff review.

   g) Following approval of the preliminary design, an EA package shall be submitted to the City. The EA package shall include the following documents:

      i.) Preliminary Electric Layout

         a. In AutoCAD (if required)

         b. In Partners

      ii.) Cost Estimates

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iii.) Cost Estimate Letters 1 and 2

This cost estimate will be the basis for how much the Developer ultimately has to pay for City electric infrastructure inside their development.

iv.) Bill of Materials (BOM)

v.) Load Analysis Report (Provided by the Developer)

vi.) Analysis of the surrounding area and development. Includes consideration of the surrounding development within a vicinity when conducting designs.

vii.) Large Load Analysis Report
Report provided by Engineer to analyze impact of the proposed project on the City's existing electric system.

viii.) Service Order

6) The project will be classified as on "Hold" while the City coordinates with the Developer on the EA package submitted. This coordination shall include the receival of approval from the Developer, and the Developer payment to the City for the full amount due for the new development as specified in Cost Estimate Letters 1 and 2. Please note if design changes are required, an updated EA package will be re-submitted to the City. Note that the City will submit the preliminary documents to the Developer for their review and approval.

7) Prior to the issuance of the "Approved for Construction" package, notification of approvals from the City and Developer are received along with Developer payment receival is required. The "Approved for Construction" package shall include:

a) Approved Electric Layouts

i) In AutoCAD (if required)

ii) In Partners

b) Cost Estimates

c) Bill of Materials (BOM)

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d) Cost Table

e) Metering Specifications

f) Cost Estimate Letters 1 and 2

g) Load Analysis Report

h) Large Load Analysis

i) Service Order

j) Milsoft project data folder

k) Prepare As-Builts on Milsoft per COG's direction.

8) If requested by the City, Engineer field crews shall conduct staking of the locations of proposed poles, pads, etc. which must be constructed to serve the new project using survey grade GPS equipment.

3. **Owner's Responsibilities** – Owner shall have these responsibilities set forth in the agreement subject to the following:

A. Provide direction on each unplanned or planned engineering project, including performing all initial and subsequent coordination with developers.

B. Submit all civil drawings, load information, etc. to the Engineer for their use in preparing the "For Construction" documents.

C. Prioritize each unplanned or planned engineering project.

D. Provide project completion date required for each unplanned or planned engineering project.

E. Sign and return the Service Order submitted by the Engineer.

4. **Times for Rendering Services**

Phase	Completion Date
Will Vary	Will Vary

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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	***Compensation Method***	***Lump Sum or Not to Exceed Amount of Compensation for Services***
New Development Engineering and Design Assistance	*Standard Hourly Rates as shown on Exhibit A*	*$2,000,000*

The Engineer shall invoice the Owner after final submittals are sent to the Owner on each project. The agreed upon engineering fees that the Engineer will charge are in the following table:

Job Type	**Engineering Cost**	**Engineering Cost Notes**
Single Family Residential including Detached Multi-Family and Duplexes	$200 per unit	In addition to the per unit engineering cost, a Not to Exceed (NTE) of 8.5% of the total cost of the "Additional Costs" as defined in the COG Electric Line Extension and Meter Connect Policy shall be added to the per unit engineering cost. The total cost does not include the Developer's civil work or meter connect fees. The total cost does include the estimated total cost (with 10% COG contingency and 8.5% engineering). Any engineering redesign will be requested by COG and not the Developer. The redesign service order needs to be approved by COG prior to any engineering being done on the redesign.
Residential Multi-Family Development (Apartments)	$70 per unit	

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All other jobs associated with the COG Line Extension and Meter Connect Policy, including Small Commercial Developments and/or Road Improvement Projects (City, Williamson County, or TxDOT)	Minimum NTE of $6,000 for small single-phase projects.	The total cost does not include the Developer's civil work. The total cost does include the estimated total cost (with 10% COG contingency and 10% engineering). Any engineering redesign will be requested by COG and not the Developer. The redesign service order needs to be approved by COG prior to any engineering being done on the redesign.
	Minimum NTE of $9,000 for small three-phase projects.	The total cost does not include the Developer's civil work. The total cost does include the estimated total cost (with 10% COG contingency and 10% engineering). Any engineering redesign will be requested by COG and not the Developer. The redesign service order needs to be approved by COG prior to any engineering being done on the redesign.
All other jobs associated with the COG Line Extension and Meter Connect Policy, including Large Commercial Developments and/or Road Improvement Projects (City, Williamson County, or TxDOT)	NTE 10% of the total cost of electric if exceeds minimum requirements of $6,000 for single phase projects and $9,000 for small three phase projects.	The total cost does not include the Developer's civil work. The total cost does include the estimated total cost (with 10% COG contingency and 10% engineering). Any engineering redesign will be requested by COG and not the Developer. The redesign service order needs to be approved by COG prior to any engineering being done on the redesign.
COG In-House Review Projects	NTE of $3,000	These projects are designed internally by COG and exceed $8,000 in total cost to complete requiring an engineered seal of Approval per Texas Board of Professional Engineers and Land Surveyors (TBPELS) rules. NTE covers coordination, review and sealing of electric designs.

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

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TASK ORDER

6. **Consultants:**
   N/A
7. **Other Modifications to Agreement:**
   N/A
8. **Attachments:**
   Exhibit A
9. **Documents Incorporated By Reference: The Agreement, 25-0352-MSA.**

Effective September 9, 2025

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_26

OWNER:		ENGINEER:	
By:		By:	
Name:	Josh Schroeder	Name:	Rex Woods, P.E.
Title:	Mayor, City of Georgetown	Title:	President
		Engineer License or Firm's Certificate No.	F-2664
		State of:	Texas
Date:		Date:	8-25-2026

ATTEST:	APPROVED AS TO FORM:
_____	_____
_____, City Secretary	_____ City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Bethapudi

Title: General Manager of Electric Utility

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: daniel.bethapudi@georgetown.org

Phone: (512) 931-7701

Fax: (512) 930-3559

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rex Woods, P.E.

Title: President

Address: 916 Southwest Parkway East
College Station, TX 77840

E-Mail Address: rwoods@mccordeng.com

Phone: (979) 764-8356

Fax: (979) 764-9644

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CONTRACT ROUTING FORM

Contract No. 25-0352-MSA Project No. _____ Bid No _____ RFP No. RFQ202341

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: McCord Engineering Inc

CONTRACT DESCRIPTION: Master Services Agreement-Engineering Services

CONTRACT VALUE: $ 0.00

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Veronica Ferriz — 08/25/2025
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 9/9/25
LEGAL DEPARTMENT — DATE

_____ — _____
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

_____ — _____
DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

N/A — _____
CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Kolynn Densmore — 09/09/2025
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Veronica Ferriz — 9/11/2025
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: On File	Originals sent to CSO:
Performance Bond: N/A	Scanned into Laserfiche/Global:
Payment Bond:	Council Date: 09/09/2025
N/A Form 1295: 2025-1355902	Item No.: 5.O

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

CONTRACT NO. 25-0352-MSA

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Georgetown, A Texas Home Rule Municipal Corporation ("Owner" or "City") and McCord Engineering, Inc., a Texas Corporation ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services ("Services") will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Task Order is shown in Attachment 1 to this Agreement.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner's Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

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C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.

D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.

B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.

C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

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ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.

B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:

1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.

2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.

C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.

D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However,

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Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.

C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

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any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.

K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.

L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Engineer may retain copies of its work product.

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6.03 *Insurance*

A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.

B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.

C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously indentified policy period has expired as verification of continuing coverage.

D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.

E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.

F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.

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

H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

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I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.

J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: "This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown." In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.

L. If Owner's property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.

M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.

N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant's expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer's Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

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additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:

   a. immediately suspend Services on the date and to the extent specified in the notice;

   b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and

   c. continue to perform the Services not suspended.

2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:

   a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;

   b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and

   c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.

3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.

4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10 days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

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B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,

a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.

b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.

2. For Convenience,

a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:

1) immediately cease providing Services under the Task Order; and

2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.

b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

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6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.

C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.

D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

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6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN**

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EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. **Intellectual Property.**

1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR

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ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.

E. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

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conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

G. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

H. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

I. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

J. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

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3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.

13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

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services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.

18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.

19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.

28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCBs* – Polychlorinated biphenyls.

31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.

35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.

41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

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43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.

45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

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Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

Date Signed: September 9, 2025

ENGINEER:

By: _____

Name: Rex N. Woods, P.E.

Title: President

Engineer License or Firm's Certificate No. (if required by law): PE-87089 F-2664

State of: Texas

Date Signed: 8-25-25

Modified Version of EJCDC No. E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title:

Phone Number: 512-930-

Facsimile Number: 512-930-3559

E-Mail
Address:

Address for giving notices:

300-1 Industrial Ave.

Georgetown, TX 78626

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Rex N. Woods, P.E.

Title: President

Phone Number: 979-764-8356

Facsimile Number: NA

E-Mail
Address: rwoods@mccordeng.com

Address for giving notices:

916 Southwest Parkway East

College Station, TX 77840

Modified Version of EJCDC No. E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services		*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Resident Project Representative and Post-Construction Phase Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Additional Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective

[Supplement with reference to other Documents, if appropriate.]

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TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____
Date: _____	Date: _____
ATTEST:	APPROVED AS TO FORM:
_____	_____
_____, City Secretary	City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: _____

Phone: _____

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Fax: _____

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EXHIBIT G, consisting of 1 page, referred to in and part of the **Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

The limits for Engineer's insurance required by paragraph 6.03 of the Agreement are as follows:

Workers' Compensation with statutory limits. Engineer shall certify in writing that the Engineer provides Workers' Compensation Insurance for all of Engineer's employees involved in the Project. In addition, Engineer shall meet each stipulation required by the Texas Workers Compensation Commission. If you have questions concerning the requirements, you are instructed to contact the TID at (800) 252-3439.

Employers Liability with minimum limits for bodily injury: a) by accident, $250,000 per each accident b) by disease, $250,000 per employee with a per policy aggregate of $500,000.

Commercial General Liability including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, $2,000,000 general aggregate. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 36 months following the last to occur: 1) expiration of this Agreement; or 2) Engineer's completion, and Owner's acceptance, of all Services provided under any and all Task Orders, if any, approved pursuant to the Agreement. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Agreement.

Business Automobile Liability covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

Professional Liability $2,000,000 per claim. With written approval of the City's Risk Manager, a Claims Made Policy may be accepted for Professional Liability Insurance.

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EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and _____ ("Engineer") for Professional Services** – Task Order Edition dated _____.

Amendment to Task Order No. _____

1. Specific Project Data:

   A. Title: _____

   B. Description: _____

   _____

   _____

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: _____

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ☐ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Payment to Engineer

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

A. Engineer shall perform the following Additional Services:

B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

C. The responsibilities of Owner are modified as follows:

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

E. The schedule for rendering Services is modified as follows:

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ANCO Insurance
PO Box 3889
Bryan TX 77805

CONTACT NAME: Michele Stafford
PHONE (A/C, No, Ext): 800-749-1733 FAX (A/C, No): 979-774-5372
E-MAIL ADDRESS: staffordm@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Hartford Underwriters Insuranc	30104
INSURER E :	
INSURER F :	

INSURED
McCord Engineering Inc.
916 Southwest Pkwy East
College Station TX 77840

MCCOENG-01

COVERAGES CERTIFICATE NUMBER: 2082376304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7013633066	1/2/2025	1/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7018208343	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7013633083	1/2/2025	1/2/2026	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001262414	1/2/2025	1/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2025	1/2/2026	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78628
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Liane Graham

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ACORD 25 (2016/03)

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

000045 - 0005 of 0006 - NNNNNNN - 01005 JOBID 3AB2A003110
INSURED
45

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "**Bodily injury**" or "**property damage**"; or
   b. Offense that caused the "**personal and advertising injury**";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or

   c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

0002006867013633066277

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard.**"

All other terms and conditions of the Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/24

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355902

Date Filed:
08/27/2025

Date Acknowledged:
8/27/2025

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

McCord Engineering, Inc.
College Station, 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.

City of Georgetown

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.

25-0352-MSA
Professional Services Task Order Edition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCord, Jimmy	College Station, TX United States	X	
Woods, Rex	College Station, TX United States	X	
Cerny, Julie	College Station, TX United States	X	
Parker, Kathy	College Station, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathy J. Parker, and my date of birth is 7/25/1958.

My address is 17947 Wigeon Trail, College Station (city), TX (state), 77845 (zip code), USA (country).

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

Executed in Brazos County, State of Tx, on the 27th day of August (month), 2025 (year).

Kathy J. Parker
Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order MEI-027-002 with McCord Engineering Inc. 25-0352-MSA

SUGGESTED ACTION:
Consideration and possible action to approve Task Order MEI-27-002 with McCord Engineering, Inc. for Electric System Engineering Planning and Engineering Assistance in the amount not to exceed $500,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
The purpose of this task order is to provide general engineering support for system planning and reliability, including Master Plan updates, system appraisal evaluations, Milsoft mapping assistance, and policy recommendations.

FINANCIAL IMPACT:
Funds are available in the FY27 CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
MEI-27-002 - [Vendor Signed].pdf
25-0352-MSA - McCord Master Service Agreement [Fully Executed] (2).pdf

TASK ORDER

Task Order No. MEI-27-002, consisting of 7 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and McCord Engineering, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 9, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Electric System Engineering Planning and Engineering Assistance

B. Description: The Engineer will provide general electrical engineering support to the City of Georgetown Electric Department as outlined in Section 2.

C. City of Georgetown Project Number: Various

D. City of Georgetown General Ledger Account No.: Various

E. City of Georgetown Purchase Order No.: Various

F. Master Services Agreement, Contract Number: 25-0352-MSA

2. Services of Engineer

Prior to the Engineer performing services for the Owner, the Engineer shall submit a Service Order to the Owner detailing the scope of work and agreed upon engineering not-to-exceed (NTE) amount.

A. General planning and strategic planning meetings concerning the electric system's status.

B. General Electric system model evaluations using Milsoft WindMil® Engineering model for the following:

i. Switching

ii. Motor Start

iii. Conductor capacity

iv. Voltage drop

v. Power factor

vi. Equipment capacity

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vii. Sectionalizing or system protection

C. City of Georgetown electric staff support as required for preliminary or non specific projects.

i. Preliminary analysis for new development in the early planning stages.

ii. Preliminary review of general building construction plans or site plans.

iii. Review monthly DRC report and return comments at City electric staff's request.

D. Provide general construction specifications and standards at City electric staff's request.

E. General electric system mapping assistance in the following areas:

i. Update project status list.

ii. Phone and email correspondence with City mapping staff and Milsoft in Abilene as required.

iii. Aerial data update to Milsoft WindMil® model.

iv. Help City mapping staff with in-house project insertions into Milsoft WindMil® model.

v. Periodic project update submittals using the Milsoft WindMil® model to the City.

vi. Periodic file download of the monthly electric load into Milsoft WindMil® model.

vii. Field work required to GPS any in-house designed projects or other additions to the electric system performed for System Service Delivery Design, Maintenance or Operations.

viii. General file updates on the Milsoft WindMil® model, including address files, account files, and meter number files.

F. Assist City staff on any recommended changes to the current Electric System Line Extension Policy.

G. Work with City staff to continue to improve the City Partners Staking software.

H. Provide any load projection estimates required by the City's power provider.

I. Assist City staff on any communication attachment requests.

J. Five (5) year CIP update.

i. Data Collection

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Request from the City load history of all customers for the year 2024.

1) Request from the City substation peak load, power factor, load factor, and bus voltage for each substation transformer and distribution feeder for summer and winter peaks for 2026

2) Request from the City areas in the electric service area that has the potential for load growth.

3) Request from the City any budget constraints for the next five (5) year period of this study.

4) Request from the City any projects the City feels needs to be accelerated in time for the next five (5) year period of this study.

ii. Electric System Evaluation

1) Import data collected above from the City into Milsoft software to calculate electric system loading, power factor, and voltage drop.

2) Evaluate the Milsoft calculations and review electric system for any deficiencies.

3) Evaluate the electric system for any potential load growth.

4) Evaluate any projects the City has indicated that may need to be incorporated into the CIP.

5) Review the existing CIP plan by dropping the previous budget year work and add budget year 2028/2029.

6) Review existing infrastructure projects in existing CIP plan.

7) Identify new infrastructure projects which will address new operational and development changes.

iii. Preliminary Report

1) Update the existing CIP plan by dropping the previous budget year and add budget year 2028/2029.

2) Update the existing infrastructure projects in the existing CIP plan and incorporate revised project estimates under categories of Consulting, Right of Way, Construction, Testing, and Other.

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3) Prepare cost estimates for newly identified infrastructure projects under categories Consulting, Right of Way, Construction, Testing, and Other.

4) Provide project cost estimates and individual maps for all CIP projects in the new CIP plan.

5) Identify yearly phasing across multiple fiscal years, where appropriate, for identified projects in the new CIP plan.

6) Provide an electric system map to show locations of CIP projects.

7) Meet with City Staff to review.

iv. Final Report - Prepare and submit a revised CIP plan document with any revised cost that occurred.

K. System Capacitor Placement Review and Analysis.

L. System Performance Analysis.

M. Master Plan Update (original master plan completed in 2009 and an updated master plan was completed in 2016).

i. Review and revise the following based on current information system configuration:

1) Electric System Ultimate System capacity.

2) Electric System Ultimate Substation service areas.

3) Electric System Ultimate Feeder requirement and general configuration.

ii. Periodically meet with City staff for their input into the Master Plan update.

iii. Present the Master Plan update to the City Council, as required.

N. System automation plan review and implementation.

O. Line extension policy review and enhancement.

P. Design Criteria Manual Review and Enhancement

Q. Construction Specs and Assembly Unit Review and Enhancement

R. Support Energy Supply Planning

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3. **Owner's Responsibilities** – Owner shall have these responsibilities set forth in the agreement subject to the following:

   A. Provide directions on each engineering project.
   B. Prioritize each engineering project.
   C. Provide project completion date required for each engineering project.
   D. Sign and return the Service Order submitted by the Engineer.

4. Times for Rendering Services

Phase	Completion Date
N/A since general projects	Will Vary

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Electric System Engineering Planning and Engineering Assistance	*Standard Hourly Rates as shown on Exhibit A*	*$500,000*

The Engineer shall invoice the Owner monthly for all system study projects based on their progress. For the communication attachment projects, the Engineer shall invoice as follows:

Pole Loading Analysis (full) - $300 per pole

Pole Loading Analysis (review) - $40 per pole

Make Ready Pole Design - NTE 10% of the total cost of the project

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. Consultants:
N/A

7. Other Modifications to Agreement:
N/A

8. Attachments:
N/A

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TASK ORDER

9. Documents Incorporated By Reference: Agreement effective September 9, 2025.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is_____, 2026

OWNER:		ENGINEER:	
By:		By:	
Name:	Josh Schroeder	Name:	Rex Woods, P.E.
Title:	Mayor, City of Georgetown	Title:	President
		Engineer License or Firm's Certificate No.	F-2664
		State of:	Texas
Date:		Date:	8-25-2026

ATTEST:	APPROVED AS TO FORM:
City Secretary	City Attorney

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TASK ORDER

DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Daniel Bethapudi	Name:	Rex Woods, P.E.
Title:	General Manager of Electric Utility	Title:	President
Address:	300-1 Industrial Ave. Georgetown, TX 78626	Address:	916 Southwest Parkway East College Station, TX 77840
E-Mail Address:	daniel.bethapudi@georgetown.org	E-Mail Address:	rwoods@mccordeng.com
Phone:	(512) 931-7701	Phone:	(979) 764-8356
Fax:	(512) 930-3559	Fax:	(979) 764-9644

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CONTRACT ROUTING FORM

Contract No. 25-0352-MSA Project No. _____ Bid No _____ RFP No. RFQ202341

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: McCord Engineering Inc

CONTRACT DESCRIPTION: Master Services Agreement-Engineering Services

CONTRACT VALUE: $ 0.00

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Veronica Ferriz — 08/25/2025
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 9/9/25
LEGAL DEPARTMENT — DATE

_____ — _____
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

_____ — _____
DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

N/A — _____
CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Kolynn Densmore — 09/09/2025
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Veronica Ferriz — 9/11/2025
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: On File	Originals sent to CSO:
Performance Bond: N/A	Scanned into Laserfiche/Global:
Payment Bond:	Council Date: 09/09/2025
N/A Form 1295: 2025-1355902	Item No.: 5.O

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

CONTRACT NO. 25-0352-MSA

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Georgetown, A Texas Home Rule Municipal Corporation ("Owner" or "City") and McCord Engineering, Inc., a Texas Corporation ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services ("Services") will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Task Order is shown in Attachment 1 to this Agreement.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner's Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

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C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.

D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.

B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.

C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

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ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.

B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:

1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.

2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.

C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.

D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However,

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Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.

C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

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any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.

K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.

L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Engineer may retain copies of its work product.

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6.03 *Insurance*

A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.

B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.

C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously indentified policy period has expired as verification of continuing coverage.

D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.

E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.

F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.

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

H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

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I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.

J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: "This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown." In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.

L. If Owner's property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.

M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.

N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant's expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer's Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

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additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:

   a. immediately suspend Services on the date and to the extent specified in the notice;

   b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and

   c. continue to perform the Services not suspended.

2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:

   a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;

   b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and

   c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.

3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.

4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10 days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

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B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,

a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.

b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.

2. For Convenience,

a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:

1) immediately cease providing Services under the Task Order; and

2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.

b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

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6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.

C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.

D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

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6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN**

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EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. **Intellectual Property.**

1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR

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ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.

E. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

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conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

G. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

H. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

I. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

J. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

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3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.

13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

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services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.

18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.

19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.

28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCBs* – Polychlorinated biphenyls.

31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.

35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.

41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

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43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.

45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

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Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:	ENGINEER:
By:	By:
Name: Josh Schroeder	Name: Rex N. Woods, P.E.
Title: Mayor, City of Georgetown	Title: President
	Engineer License or Firm's Certificate No. (if required by law): PE-87089 F-2664
	State of: Texas
Date Signed: September 9, 2025	Date Signed: 8-25-25

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ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title:

Phone Number: 512-930-

Facsimile Number: 512-930-3559

E-Mail
Address:

Address for giving notices:

300-1 Industrial Ave.

Georgetown, TX 78626

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Rex N. Woods, P.E.

Title: President

Phone Number: 979-764-8356

Facsimile Number: NA

E-Mail
Address: rwoods@mccordeng.com

Address for giving notices:

916 Southwest Parkway East

College Station, TX 77840

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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services		*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Resident Project Representative and Post-Construction Phase Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Additional Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective

[Supplement with reference to other Documents, if appropriate.]

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TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_____.

OWNER:

By: _____

Name: _____

Title: Mayor, City of Georgetown

Date: _____

ENGINEER:

By: _____

Name: _____

Title: _____

Engineer License or Firm's Certificate No. _____

State of: _____

Date: _____

ATTEST:

_____

_____, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: _____

Phone: _____

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Fax: _____

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EXHIBIT G, consisting of 1 page, referred to in and part of the **Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

The limits for Engineer's insurance required by paragraph 6.03 of the Agreement are as follows:

Workers' Compensation with statutory limits. Engineer shall certify in writing that the Engineer provides Workers' Compensation Insurance for all of Engineer's employees involved in the Project. In addition, Engineer shall meet each stipulation required by the Texas Workers Compensation Commission. If you have questions concerning the requirements, you are instructed to contact the TID at (800) 252-3439.

Employers Liability with minimum limits for bodily injury: a) by accident, $250,000 per each accident b) by disease, $250,000 per employee with a per policy aggregate of $500,000.

Commercial General Liability including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, $2,000,000 general aggregate. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 36 months following the last to occur: 1) expiration of this Agreement; or 2) Engineer's completion, and Owner's acceptance, of all Services provided under any and all Task Orders, if any, approved pursuant to the Agreement. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Agreement.

Business Automobile Liability covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

Professional Liability $2,000,000 per claim. With written approval of the City's Risk Manager, a Claims Made Policy may be accepted for Professional Liability Insurance.

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EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and _____ ("Engineer") for Professional Services** – Task Order Edition dated _____.

Amendment to Task Order No. _____

1. Specific Project Data:

   A. Title: _____

   B. Description: _____

   _____

   _____

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: _____

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ☐ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Payment to Engineer

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

A. Engineer shall perform the following Additional Services:

B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

C. The responsibilities of Owner are modified as follows:

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

E. The schedule for rendering Services is modified as follows:

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ANCO Insurance
PO Box 3889
Bryan TX 77805

CONTACT NAME: Michele Stafford
PHONE (A/C, No, Ext): 800-749-1733 FAX (A/C, No): 979-774-5372
E-MAIL ADDRESS: staffordm@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Hartford Underwriters Insuranc	30104
INSURER E :	
INSURER F :	

INSURED
McCord Engineering Inc.
916 Southwest Pkwy East
College Station TX 77840

MCCOENG-01

COVERAGES CERTIFICATE NUMBER: 2082376304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7013633066	1/2/2025	1/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7018208343	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7013633083	1/2/2025	1/2/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001262414	1/2/2025	1/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2025	1/2/2026	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78628
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Liane Graham

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ACORD 25 (2016/03)

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

000045 - 0005 of 0006 - NNNNNNN - 01005 JOBID 3AB2A003110
INSURED
45

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "**Bodily injury**" or "**property damage**"; or
   b. Offense that caused the "**personal and advertising injury**";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or

   c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard.**"

All other terms and conditions of the Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/24

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355902

Date Filed:
08/27/2025

Date Acknowledged:
8/27/2025

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

McCord Engineering, Inc.
College Station, 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.

City of Georgetown

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.

25-0352-MSA
Professional Services Task Order Edition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCord, Jimmy	College Station, TX United States	X	
Woods, Rex	College Station, TX United States	X	
Cerny, Julie	College Station, TX United States	X	
Parker, Kathy	College Station, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathy J. Parker, and my date of birth is 7/25/1958.

My address is 17947 Wigeon Trail, College Station (city), TX (state), 77845 (zip code), USA (country).

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

Executed in Brazos County, State of TX, on the 27th day of August (month), 2025 (year).

Kathy J. Parker
Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Task Order MEI-027-001 with McCord Engineering Inc. 25-0352-MSA

SUGGESTED ACTION:
Consideration and possible action to approve Task Order MEI-27-001 with McCord Engineering, Inc. for Electric System and Planned Capital Improvements in the amount not to exceed $1,000,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
The purpose of this task order is to provide preliminary and final electric system engineering and design for planned Capital Improvement Projects identified in the task order and the five-year CIP plan.

FINANCIAL IMPACT:
Funds are available in the FY27 CIP Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
MEI-27-001 - [Vendor Signed].pdf
25-0352-MSA - McCord Master Service Agreement [Fully Executed] (2).pdf

TASK ORDER

Task Order No. MEI-27-001, consisting of 6 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and McCord Engineering, Inc. ("Engineer") for Professional Services – Task Order Edition, dated September 9, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Electric System and Planned Capital Improvement Projects

B. Description: The Engineer will provide general electrical engineering support to the City of Georgetown Electric Department as outlined in Section 2.

C. City of Georgetown Project Number: Various

D. City of Georgetown General Ledger Account No.: Various

E. City of Georgetown Purchase Order No.: Various

F. Master Services Agreement, Contract Number: 25-0352-MSA

2. Services of Engineer

Prior to the Engineer performing services for the Owner, the Engineer shall submit a Service Order to the Owner detailing the scope of work and agreed upon engineering not-to-exceed (NTE) amount. The NTE amount will typically be 10% of the total cost of the CIP project.

A. Planned Distribution System Construction Assistance.

i. In the course of developing preliminary and final engineering submittals sealed for construction on planned distribution system projects, Engineer will adhere to the following scope:

1) Field inventory of existing electric facilities. This can be captured using conventional field inventory methods or by using Lidar mounted on an Unmanned Aerial Vehicle (UAV), whichever is most economical.

2) Field review of existing utility locations, drainage structures, services, trees, topography, etc. This can be captured using conventional field inventory methods or by using Lidar mounted on an Unmanned Aerial Vehicle (UAV), whichever is most economical.

3) Incorporate field data onto computer aided drafting schematic.

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4) Notate all existing utilities near new pole locations.

5) Place all existing easements and right-of-ways on the schematic.

6) Design schematic layout for the proposed power line improvements.

7) Prepare preliminary schematic exhibit for City staff to review and preliminary approval of design.

8) Prepare staking sheets for construction using existing City units and specifications on the Partners Staking program (Partners).

9) Notify City if any City fiber is present.

10) Submit a preliminary cost estimate from Partners.

11) Meet with City Staff to review.

12) Coordinate with City Real Estate Group on any proposed easements required.

13) Incorporate City requested changes into final design.

14) Prepare plan and profile drawings as required for road or utility crossings to ensure proper NESC clearance.

15) Design concrete, steel, ductile iron, wood, or fiberglass poles, as required.

16) Finalize staking sheets on Partners.

17) Use general City construction specifications unless other detailed specifications are required. If required, prepare detailed construction specifications.

18) Review final design on Partners with City Staff and incorporate comments.

19) Prepare the final cost estimate from Partners.

20) Prepare final approved for construction documents on Partners.

3. **Owner's Responsibilities** – Owner shall have these responsibilities set forth in the agreement subject to the following:

A. Provide directions on each engineering project.

B. Prioritize each engineering project.

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C. Provide project completion date required for each engineering project.

D. Sign and return the Service Order submitted by the Engineer.

4. Times for Rendering Services

Phase	Completion Date
N/A since general projects	Will Vary

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	***Compensation Method***	***Not to Exceed Amount of Compensation for Services***
Electric System Engineering Planning and Planned Capital Improvement Projects	*Standard Hourly Rates as shown on Exhibit A*	*$1,000,000*

The Engineer shall invoice the Owner monthly for each CIP project based on their progress. The NTE amount that the Engineer is to invoice the Owner will typically be 10% of the total cost of the CIP project.

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

Job Type	Engineering Cost	Engineering Cost Notes
Capital Improvement Projects	NTE 10% of the total cost of electric	The total cost does include the estimated total cost featuring electric and civil work required to complete (with 10% COG contingency, and 10% engineering). Any engineering redesign will be requested by COG. The redesign service order needs to be approved by COG prior to any engineering being done on the redesign.

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6. Consultants:

N/A

7. Other Modifications to Agreement:

N/A

8. Attachments:

Exhibit A

9. Documents Incorporated By Reference: Agreement effective September 9, 2025

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TASK ORDER

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is_____ _, 2026

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

Date:_____

ATTEST:

_____

_____
Robyn Densmore, City Secretary

ENGINEER:

By: _____

Name: Rex Woods, P.E.

Title: President
Engineer License or Firm's
Certificate No. F-2664
State of: Texas

Date: 8-25-2026

APPROVED AS TO FORM:

_____

_____
City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Daniel Bethapudi	Name:	Rex Woods, P.E.
Title:	General Manager of Electric Utility	Title:	President
Address:	300-1 Industrial Ave. Georgetown, TX 78626	Address:	916 Southwest Parkway East College Station, TX 77840
E-Mail Address:	daniel.bethapudi@georgetown.org	E-Mail Address:	rwoods@mccordeng.com
Phone:	(512) 931-7701	Phone:	(979) 764-8356
Fax:	(512) 930-3559	Fax:	(979) 764-9644

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CONTRACT ROUTING FORM

Contract No. 25-0352-MSA Project No. _____ Bid No _____ RFP No. RFQ202341

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: McCord Engineering Inc

CONTRACT DESCRIPTION: Master Services Agreement-Engineering Services

CONTRACT VALUE: $ 0.00

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Veronica Ferriz — 08/25/2025
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 9/9/25
LEGAL DEPARTMENT — DATE

_____ — _____
DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

_____ — _____
DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

N/A — _____
CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Kolynn Densmore — 09/09/2025
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

Veronica Ferriz — 9/11/2025
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates: On File	Originals sent to CSO:
Performance Bond: N/A	Scanned into Laserfiche/Global:
Payment Bond:	Council Date: 09/09/2025
N/A Form 1295: 2025-1355902	Item No.: 5.O

MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

CONTRACT NO. 25-0352-MSA

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Georgetown, A Texas Home Rule Municipal Corporation ("Owner" or "City") and McCord Engineering, Inc., a Texas Corporation ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services ("Services") will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Task Order is shown in Attachment 1 to this Agreement.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner's Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

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C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.

D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.

B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.

C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

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ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.

B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:

1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.

2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.

C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.

D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However,

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Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet or exceed such standard of care.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.

C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

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any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.

K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.

L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Engineer may retain copies of its work product.

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6.03 *Insurance*

A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.

B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.

C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously indentified policy period has expired as verification of continuing coverage.

D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.

E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Georgetown, 300-1 Industrial Avenue, Georgetown, Texas 78626, ATTN: Contract Manager.

F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.

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

H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

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I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.

J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: "This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Georgetown." In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.

L. If Owner's property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner's property.

M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.

N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant's expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer's Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

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additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:

   a. immediately suspend Services on the date and to the extent specified in the notice;

   b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and

   c. continue to perform the Services not suspended.

2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:

   a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;

   b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and

   c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.

3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.

4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10 days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

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B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,

a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.

b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.

2. For Convenience,

a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:

1) immediately cease providing Services under the Task Order; and

2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.

b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

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6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.

C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.

D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

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6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND, AT ITS OWN**

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EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

B. **Intellectual Property.**

1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR

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ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.

E. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

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conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

G. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

H. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

I. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

J. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

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3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.

13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

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services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.

18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.

19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.

28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCBs* – Polychlorinated biphenyls.

31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.

35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.

36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.

38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.

41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

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43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.

45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

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Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

Date Signed: September 9, 2025

ENGINEER:

By: _____

Name: Rex N. Woods, P.E.

Title: President

Engineer License or Firm's Certificate No. (if required by law): PE-87089 F-2664

State of: Texas

Date Signed: 8-25-25

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ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title:

Phone Number: 512-930-

Facsimile Number: 512-930-3559

E-Mail
Address:

Address for giving notices:

300-1 Industrial Ave.

Georgetown, TX 78626

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Rex N. Woods, P.E.

Title: President

Phone Number: 979-764-8356

Facsimile Number: NA

E-Mail
Address: rwoods@mccordeng.com

Address for giving notices:

916 Southwest Parkway East

College Station, TX 77840

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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Category of Services		*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Resident Project Representative and Post-Construction Phase Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	
Additional Services	*A.*	*Lump Sum*	
	B.	*Standard Hourly Rates*	
	C.	*[Insert any other compensation method]*	

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective

[Supplement with reference to other Documents, if appropriate.]

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TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20_____.

OWNER:

By: _____

Name: _____

Title: Mayor, City of Georgetown

Date: _____

ENGINEER:

By: _____

Name: _____

Title: _____

Engineer License or Firm's Certificate No. _____
State of: _____
Date: _____

ATTEST:

_____
_____, City Secretary

APPROVED AS TO FORM:

_____

_____
City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

E-Mail Address: _____

Phone: _____

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Fax: _____

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EXHIBIT G, consisting of 1 page, referred to in and part of the **Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

The limits for Engineer's insurance required by paragraph 6.03 of the Agreement are as follows:

Workers' Compensation with statutory limits. Engineer shall certify in writing that the Engineer provides Workers' Compensation Insurance for all of Engineer's employees involved in the Project. In addition, Engineer shall meet each stipulation required by the Texas Workers Compensation Commission. If you have questions concerning the requirements, you are instructed to contact the TID at (800) 252-3439.

Employers Liability with minimum limits for bodily injury: a) by accident, $250,000 per each accident b) by disease, $250,000 per employee with a per policy aggregate of $500,000.

Commercial General Liability including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, $2,000,000 general aggregate. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 36 months following the last to occur: 1) expiration of this Agreement; or 2) Engineer's completion, and Owner's acceptance, of all Services provided under any and all Task Orders, if any, approved pursuant to the Agreement. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Agreement.

Business Automobile Liability covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

Professional Liability $2,000,000 per claim. With written approval of the City's Risk Manager, a Claims Made Policy may be accepted for Professional Liability Insurance.

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EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and _____ ("Engineer") for Professional Services** – Task Order Edition dated _____.

Amendment to Task Order No. _____

1. Specific Project Data:

   A. Title: _____

   B. Description: _____

   _____

   _____

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: _____

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ☐ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Payment to Engineer

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

A. Engineer shall perform the following Additional Services:

B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

C. The responsibilities of Owner are modified as follows:

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

E. The schedule for rendering Services is modified as follows:

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: _____	Name: _____
Title: Mayor, City of Georgetown	Title: _____
	Engineer License or Firm's Certificate No. _____
	State of: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ANCO Insurance
PO Box 3889
Bryan TX 77805

CONTACT NAME: Michele Stafford
PHONE (A/C, No, Ext): 800-749-1733 FAX (A/C, No): 979-774-5372
E-MAIL ADDRESS: staffordm@anco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : Continental Casualty Co.	20443
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Hartford Underwriters Insuranc	30104
INSURER E :	
INSURER F :	

INSURED
McCord Engineering Inc.
916 Southwest Pkwy East
College Station TX 77840

MCCOENG-01

COVERAGES CERTIFICATE NUMBER: 2082376304 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7013633066	1/2/2025	1/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7018208343	1/2/2025	1/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7013633083	1/2/2025	1/2/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001262414	1/2/2025	1/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			61SBABC0NFK	1/2/2025	1/2/2026	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78628
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Liane Graham

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ACORD 25 (2016/03)

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

000045 - 0005 of 0006 - NNNNNNN - 01005 JOBID 3AB2A003110
INSURED
45

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "**Bodily injury**" or "**property damage**"; or
   b. Offense that caused the "**personal and advertising injury**";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or

   c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. **Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/24

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/20/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355902

Date Filed:
08/27/2025

Date Acknowledged:
8/27/2025

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

McCord Engineering, Inc.
College Station, 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.

City of Georgetown

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.

25-0352-MSA
Professional Services Task Order Edition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McCord, Jimmy	College Station, TX United States	X	
Woods, Rex	College Station, TX United States	X	
Cerny, Julie	College Station, TX United States	X	
Parker, Kathy	College Station, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathy J. Parker, and my date of birth is 7/25/1958.

My address is 17947 Wigeon Trail, College Station (city), TX (state), 77845 (zip code), USA (country).

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

Executed in Brazos County, State of TX, on the 27th day of August (month), 2025 (year).

Kathy J. Parker
Signature of authorized agent of contracting business entity
(Declarant)

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Design and Construction Administration Contract for Fire Station 8

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with GFF, Inc. for the design and construction administration services for Fire Station 8 located on Westinghouse Rd in the amount of $1,031,350.00 -- Jennifer Bettiol, CIP Manager Public Works

ITEM SUMMARY:
With the rapid growth that our community has experienced since 2019, strategic placement of our fire stations is critical to meeting the growing demand and to maintain the high quality of service the City of Georgetown deserves. Fire Station 8, which will be located on City owned property on Westinghouse Rd, will be critical to meet the demands in the southeast region of the Georgetown Fire Department's coverage area. With excellent qualifications and references, GFF has been selected to provide professional architectural services associated with the design and construction administration of Fire Station No. 8.

FINANCIAL IMPACT:
$1,031,350.00

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
Agmnt_Fire Station 8_GFF_with Proposal Information Inserted.pdf

AGREEMENT
BETWEEN OWNER AND PROJECT ARCHITECT

This Agreement is made as of _____, 20____ (the "Effective Date")

By and between

The **Owner**:

City of Georgetown
808 Martin Luther King Jr. St
Georgetown, Texas 78626

and **Project Architect**:

GFF, Inc.
3030 Nowitzki Way, Suite 400
Dallas, TX 75219

for the following **Project**:

Fire Station No. 8

Project Delivery Method: Construction Manager at Risk

The Owner and the Project Architect agree as follows:

TABLE OF CONTENTS

ARTICLE

1 PROJECT ARCHITECT'S SERVICES AND RESPONSIBILITIES
- 1.1 Basic Services
- 1.2 Programming Services Phase
- 1.3 Schematic Design Phase
- 1.4 Design Development Phase
- 1.5 Construction Document Phase
- 1.6 Construction Manager Procurement and Proposal Phase
- 1.7 Construction Phase – Administration of the Construction Contract
- 1.8 Additional Services
- 1.9 Time

2 OWNER'S RESPONSIBILITIES

3 REIMBURSABLE EXPENSES

4 BASIS OF COMPENSATION
- 4.1 Basic Services Fee
- 4.2 Fees for Change Order Services
- 4.3 Reimbursable Expenses
- 4.5 Additional Services

5 PAYMENTS TO THE PROJECT ARCHITECT

6 PROJECT ARCHITECT ACCOUNTING RECORDS

7 OWNERSHIP AND USE OF DOCUMENTS

8 TERMINATION OF AGREEMENT
- 8.1 Termination for Cause
- 8.2 Termination for Convenience
- 8.3 Compensation

9 SUCCESSORS AND ASSIGNS

10 EXTENT OF AGREEMENT

11 INDEMNIFICATION
- 11.1 General Obligation to Indemnify and Defend
- 11.2 Intellectual Property

12 MISCELLANEOUS PROVISIONS
- 12.1 Captions
- 12.2 Governing Law
- 12.3 Waivers
- 12.4 Severability
- 12.5 Independent Contractor
- 12.6 Proprietary Interests
- 12.7 Appointment
- 12.8 Dispute Resolution
- 12.9 Notices
- 12.10 Authority to Act
- 12.11 Counterparts
- 12.12 179 D Benefit Allocation
- 12.13 Disclosure of Interested Parties

LIST OF EXHIBITS

Exhibit A	Architectural Services
Exhibit B	Project Milestone Schedule
Exhibit C	Personnel Titles and Hourly Rates
Exhibit D	Program Document Table of Contents
Exhibit E	Certificate of Insurance

Article 1 Project Architect's Services and Responsibilities

The Project Architect shall provide the usual and customary Basic Services necessary and reasonably inferable to complete the Project and each phase of the project described as Basic Services in the paragraphs below, along with any Additional Services requested by the Owner.

1.1 Basic Services

1.1.1 Basic Services. The Project Architect's Basic Services include all disciplines identified below and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement. Basic Services shall include the following disciplines:

a) Architectural Services
b) Landscape Architectural Services
c) Civil Engineering Services
d) Structural Engineering Services
e) Mechanical Engineering Services
f) Electrical Engineering Services
g) Plumbing Engineering Services
i) Audio Visual/Data & Telecommunications Engineering Coordination
j) Security Planning Coordination

1.1.2 The Architectural Services, attached as Exhibit A, describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. It is the Project Architect's responsibility to review and understand the requirements of the Programming Document and to perform his professional services so as to achieve those objectives. The Parties agree the terms and conditions of this Agreement shall take precedence and control over any term or provision in an exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

1.1.3 The Fixed Fee for this Project is specified in Article 4. The Project Architect is responsible for managing the design of the Project so that its construction does not exceed the Project Budget.

1.1.4 The Project Architect shall manage the design of the Project to achieve the Programming Document objectives of scope and cost through completion and acceptance of Construction Documents phase. The Project Architect shall advise the Owner of any adjustments to the scope or quality of the Project necessary to comply with the Project Budget during design development as part of Basic Services.

1.1.5 The Project Architect shall submit the names of all consultants, persons, or firms, which the Project Architect proposes to use in the execution of its services. The Project Architect is responsible for coordinating the work of all of its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the Project to which Owner has a reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.6 The Project Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

1.1.7 The Project Architect shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the 50%, 90%, and 100% stages of completion of the Construction Documents. The Project Architect shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Project Architect objects in writing and receives the Owner's consent not to make the changes. The Project Architect will be responsible for any damages incurred by the Owner that are caused by Project Architect's failure to incorporate requested corrections and amendments to the documents.

1.1.8 Project Architect shall provide PDF Documents to the Owner for Owner's use during document review. Owner will provide its review comments to Project Architect through the use of Bluebeam markups and the Project Architect shall provide a detailed written response to each of the Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, the Project Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of the Project Architect's then-current Statement for Architectural/Engineering Services. Owner's approval of the revised drawing shall not be deemed to be an approval of any unlisted changes, and any costs or expense for any Project Architect's additional services subsequently incurred for such unlisted changes shall be borne or reimbursed by Project Architect.

1.1.9 Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect's represented professional abilities with respect to performing Project Architect's services, duties, and obligations under this Agreement. Project Architect agrees to use Project Architect's best professional efforts, skill, judgment, and abilities in performing Project Architect's services. Project Architect shall perform its Services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. Project Architect agrees to use its best efforts to perform it services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with good Architectural practices for Architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or prevent performance by Project Architect of its services. Project Architect hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

1.1.10 Project Architect shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Project Architect (by Owner or any other party) that Project Architect uses for the Project. Project Architect shall identify to the Owner in writing any such documents or data which, in Project Architect's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant for the accuracy or suitability of such documents or data as are furnished unless Project Architect advises Owner in writing that in Project Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Project Architect to proceed in accordance with the documents or data as originally given.

1.1.11 Project Architect's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Project Architect's services by the Owner shall relieve Project Architect of any of its professional duties or release it from any liability, it being understood that

Owner is, at all times, relying upon Project Architect for its skill and knowledge in performing Project Architect's services. Owner shall have the right to reject any of Project Architect's services because of any fault or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by Project Architect or its consultants. Upon notice of any such errors or omissions, Project Architect shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Project Architect's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

1.1.12 The Project Architect shall not proceed to any phase of design not expressly authorized by the Owner, except at the Project Architect's own financial risk.

1.1.13 Project Architect agrees to furnish efficient business administration and superintendence and to use Project Architect's best efforts to design the Project in an expeditious and economical manner consistent with the interest of Owner and Project Architect's professional skill and care.

1.1.14 Project Architect shall allocate adequate time, personnel and resources as necessary to perform its services. Project Architect's Principal(s) responsible for managing the Project is identified in Exhibit C and shall not be changed without the prior approval of the Owner. The day-to-day Project team will be led by the Senior Principal(s) unless otherwise directed by Owner or prevented by factors beyond the control of Project Architect. The Principal(s) shall act on behalf of Project Architect with respect to all phases of Project Architect's Services and shall be available as required for the benefit of the Project and Owner.

1.1.15 Project Architect shall make reasonable efforts to investigate any documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Project Architect's design for the Project and the construction of the Project. The Project Architect shall identify in writing to Owner any discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Project Architect to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects, as appropriate.

1.1.16 When the project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Project Architect shall coordinate all related design efforts, including the civil engineer and landscape Architect, so that consideration of site design and Best Management Practices (BMP's) are integrated. The Project Architect shall be responsible for submitting and revising drawings or documents as needed to achieve approval from TCEQ for all applicable permits.

1.1.17 Insurance Coverage. The Project Architect shall carry professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as required below with companies authorized to do business in the State of Texas or an eligible surplus lines insurer operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts as further described, acceptable to and approved by the Owner. The costs of such insurance will be at the expense of the Project Architect. The insurance policy shall remain in force for a period of two (2) years beyond the final completion date. Each request for payment by the Architect shall include the expiration date of the insurance. Project Architect shall deliver to Owner replacement certificates not less than thirty (30) days after the expiration of any such insurance, and Project Architect may not make any changes to insurance without providing Owner at least thirty (30) days' written notice.

a) Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Such insurance shall cover all professional services rendered by or on behalf of the Project Architect and its consultants under the Agreement. Renewal policies written on Claims-Made basis will maintain the same retroactive date as is in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Project Architect agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of this policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two years after the expiration or cancellation of this policy.

b) On-Site Insurance: For services performed on Owner's premises, the Project Architect shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 policy limit
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Business Auto Liability	
Single Limit	$1,000,000 each occurrence

c) Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

1.1.18 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence of all insurance before the execution and delivery of this Agreement and prior to the performance of any services by Project Architect under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name Owner as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Worker's compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of Owner. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

1.1.19 Project Architect is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

1.1.20 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed or emailed to the following contact.

Contact: City of Georgetown Purchasing

Address: 300-1 Industrial Ave.
Georgetown, TX 78626

1.1.21 The insurance policies required in this Agreement will be kept in force for the periods specified below:

a) Required coverages will be kept in force until receipt of Final Payment to Project Architect;

b) Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted in writing.

1.1.22 The Owner has or intends to appoint a Construction Manager for this project (the "Construction Manager" or "Contractor"), and the Project Architect shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. The Owner may direct the Project Architect to recognize the Construction Manager as its representative for the performance of various duties hereunder which are otherwise defined as the responsibility of the Owner hereunder.

1.1.23 The Project Architect shall participate in the development and review of the Construction Managers GMP Proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified in the Agreement between the Owner and the Construction Manager at Risk. Following Owner's Approval of the GMP Proposal, the Project Architect shall be responsible for revising the Construction Documents, incorporating the aforementioned requirements contained in the GMP Proposal. Furthermore, the Project Architect shall participate in the documentation of the Construction Manager's GMP Proposal so as to adequately understand the contents of the Proposal and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal. The Project Architect and the Construction Manager shall jointly provide a monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions and value engineering and all other requirements into the Construction Documents.

1.2 Programming Services Phase

Programming has been completed with a previous contract. Program validation services will be provided per the Architect's Proposal.

1.3 Schematic Design Phase

1.3.1 Based on the mutually agreed upon Programming Document, Project Budget, and the Project Schedule, the Project Architect shall prepare up to three alternative approaches to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents. The Project Architect shall review up to three alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project location. Project Architect shall provide all services necessary to perform the services of this Phase (preparation of Schematic Design Documents).

1.3.2 Project Architect shall work closely with Owner in preparation of schematic drawings and shall specifically conform to Owner's requirements regarding aesthetic design issues.

1.3.3 The Project Architect shall furnish and deliver to the Owner three (3) complete printed half-size sets of Schematic Design documents, as well as a digital copy.

1.3.4 The Project Architect shall review the construction cost estimate provided by the Construction Manager at the conclusion of Schematic Design. If the scope of the project exceeds the Project Budget, the Project Architect shall revise the scope to align with the Project Budget. The Project Architect shall participate in a final review of the Schematic Design Documents with the Owner and Construction Manager. Prior to the Owner's approval of the Schematic Design Documents, the Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.

1.4 Design Development Phase

1.4.1 Based on the approved Schematic Design Documents and any adjustments to the Programming Document or Project Budget authorized by the Owner, the Project Architect shall prepare, for approval by the Owner Design Development Documents. The Project Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project location.

1.4.2 The Project Architect shall furnish and deliver to the Owner three (3) complete printed half-size sets of Design Development documents, as well as a digital copy.

1.4.3 The Project Architect shall review the construction cost estimate provided by the Construction Manager at the conclusion of Design Development. If the scope of the project exceeds the Project Budget, the Project Architect shall work to revise the project scope to align with the Project Budget. Before proceeding into the Construction Document Phase, the Project Architect shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Project Budget and schedule.

1.4.4 The Project Architect shall prepare presentation materials at completion of Design Development, and if so requested, shall present same to the Owner's governing body at a regular meeting.

1.4.5 The Project Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific Architectural, mechanical and electrical elements.

1.5 Construction Document Phase

1.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Budget authorized by the Owner, the Project Architect shall prepare, for approval by the Owner and review by the Construction Manager, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project. The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the Project Budget accepted by Owner. The Project Architect shall be responsible for managing the design to stay within such the Project Budget. The Project Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

1.5.2 The Project Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project The Project Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract for each trade and/or subcontractor in accordance with statutory requirements.

1.5.3 The Project Architect shall assist the Owner in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

1.5.4 The Project Architect shall ensure coordination and inclusion of sequence of operations for all operable systems in the facility.

1.5.5 The Project Architect shall furnish and deliver to the Owner three (3) complete printed half-size sets of 90% Construction Documents, as well as a digital copy for final review. All printed Final Construction Documents requested by the owner shall be considered reimbursable as outlined in Article 3. One (1) digital copy of the Final Construction Documents shall be provided to the Owner as part of Basic Services.

1.5.6 The Project Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's written review comments or published meeting minutes, any of which may be appealed in writing for good cause.

1.5.7 The Project Architect shall pay for the reproduction of all plans, specifications and other documents for use by the Project Architect and its consultants.

1.5.8 Construction document drawings shall be provided on Revit and PDF as part of the Basic Services. The Owner will define the Revit drawing requirements and the final media for the Revit data.

1.5.9 The Project Architect shall participate in a final review of the Construction Documents with the Owner and Construction Manager. Prior to the Owner's approval of the Construction Documents, the Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.5.10 Before proceeding into the Bidding and Proposal Phase, the Project Architect shall obtain Owner's written acceptance of the Construction Documents and approval of the mutually established Final Project Budget.

1.6 Construction Manager Procurement and Proposal Phase

1.6.1 During the Construction Manager Procurement and Proposal Phase, and at other times as appropriate to the Project, the Project Architect shall assist the Owner and Construction Manager by reviewing Request for Proposal ("RFP") Documents, receiving and resolving questions about RFP Documents; preparing addenda, issuing addenda,; attending pre-bid and pre-proposal conferences. Project Architect shall answer inquiries from proposers at Owner's request and shall prepare and issue any necessary addenda to the proposal documents.

1.6.2 During the Construction Manager Procurement and Proposal Phase, or such other time as Owner may specify to Project Architect, at Owner's sole option and discretion, the Project Architect shall assist the Construction Manager in the preparation of the Guaranteed Maximum Price proposal. The Guaranteed Maximum Price proposal shall be prepared by the Construction Manager based upon the Design

Development Documents and Construction Documents prepared by the Project Architect and approved by the Owner. During the preparation and negotiation of the Guaranteed Maximum Price proposal, the Project Architect shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the Construction Manager in an effort to develop a Guaranteed Maximum Price proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, the Project Architect shall participate with the Owner and Construction Manager in constructability reviews and shall revise the documents as necessary in order to reach an agreement. If Construction Manager's Guaranteed Price proposal exceeds the cost quantity survey furnished to Owner by Project Architect, and Owner directs Project Architect to revise the documents, then Project Architect shall revise the documents at its own expense so that the Guaranteed Maximum Price proposal for constructing the Project shall not exceed the Owner's Construction Cost limitation and any previously approved construction cost estimate. If it is determined to be in the Owner's best interest, instead of requiring the Project Architect to revise the drawings and specifications, the Owner reserves the right to accept a Guaranteed Maximum Price proposal that exceeds the stipulated Construction Cost Limitation. The Project Architect shall analyze the final Guaranteed Maximum Price proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.

1.6.3 After the Guaranteed Maximum Price proposal has been accepted, the Project Architect shall incorporate into the Design Development Documents and/or Construction Documents any revisions which are necessary due to inaccurate assumptions, clarifications, or changes made in the development of the Guaranteed Maximum Price.

1.7 Construction Phase—Administration of the Construction Contract

1.7.1 The Construction Phase shall commence with the acceptance of the Construction Manager's Guaranteed Maximum Price and issuance of (i) a Notice to Commence On-Site Work or (ii) a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Project Architect's services, including during the Warranty period have been satisfactorily performed, whichever occurs later.

1.7.2 Project Architect shall provide administration of the Contract for Construction as set forth below.

a) The Project Architect shall coordinate with the Contractor who will establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's monthly meeting and when requested. The Project Architect shall manage and execute all Change Orders.

b) The Construction Manager shall chair all meetings scheduled by the Owner or Project Architect and shall promptly provide summary notes to all parties. The Project Architect shall attend Contractor's regularly scheduled planning meetings when requested.

c) The Project Construction Manager shall assist the Owner in making arrangements for a Pre-Construction Conference and shall assist in preparation of an administration agenda for the Pre-Construction Conference and shall distribute copies of the agenda to all parties.

1.7.3 The Project Architect shall review the Contractor's list of proposed subcontractors for the work, initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Project Architect shall identify necessary revisions to the documents in writing

to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The Project Architect shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

1.7.4 The Construction Manager shall prepare appropriate materials for and conduct a Pre-Construction Conference at the site prior to commencement of construction by the Contractor.

1.7.5 Site Visits. The Project Architect shall visit the site at least once each month during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Each of Project Architect's consultants shall visit the site at during construction activities related to the consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Project Architect and its consultants shall submit written reports of their site visits and meetings. The Project Architect shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.

a) On the basis of the onsite observations, the Project Architect shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Project Architect shall notify Owner and the Contractor in writing of any portions of the work which Project Architect has observed as not being in conformity with the Construction Documents and make written recommendations as to correction of the deficiencies or defects. Project Architect shall make its site representative available and shall consult with Owner and the Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests.

b) In addition to site visits for observation, the Project Architect and its consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities of the Work. The Project Architect and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.7.6 The Construction Manager shall prepare an agenda for, and conduct monthly project meetings for attendance by, representatives of the Contractor, major subcontractors, the Project Architect and the Owner, and prepare and distribute minutes of the meetings.

1.7.7 The Project Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.7.8 The Project Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.7.9 The Project Architect shall determine the amounts owing to the Contractor based on observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's Application for Payment in an appropriate amount.

1.7.10 The certification of a Contractor's Application for Payment shall constitute a representation by the Project Architect to the Owner, based on the Project Architect's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point

indicated; that, to the best of the Project Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. However, the approval of a Contractor's Application for Payment shall not be a representation that the Project Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.7.11 The Project Architect shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance of the work of the Contractor. The Project Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.7.12 Interpretations and recommendations of the Project Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.7.13 Subject to approval of the Owner, the Project Architect's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents

1.7.14 The Project Architect shall have the responsibility and the authority, with appropriate notification to the parties, to reject Work which does not conform to the Contract Documents. Whenever, in the Project Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Project Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work will then be fabricated, installed or completed. The Project Architect shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions, or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

1.7.15 The Project Architect and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness so as to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) business days after receipt. The Project Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Project Architect's review shall not constitute approval of any construction means or methods.

1.7.16 Project Architect shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or explain portions of the Construction Documents.

1.7.17 Project Architect shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims.

1.7.18 The Project Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Architect shall recommend to the Owner whether the proposal is acceptable.

1.7.19 Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to drawings plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes,. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda or change orders. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

1.7.20 Project Architect and its consultants shall conduct and participate in concealed space observations, systems start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-Final work observations to determine the Dates of Substantial Completion, and Final work observation. In association with each observation, Project Architect and its consultants shall prepare a list of items which Project Architect and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punch(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

1.7.21 Project Architect shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.7.22 The Project Architect and its consultants shall assist the Owner in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review as-built documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project.

1.7.23 Project Architect shall receive and review Contractor's submission of record drawings, operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the Contract between Owner and Contractor, shall forward to Owner. The Project Architect shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

1.7.24 Project Architect shall monitor the Contractor's schedule for the construction phase work and assist the Owner in reviewing all relevant activities and advise the Owner of the Contractor's scheduled progress.

1.7.25 Construction Manager shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of construction payment application, in conformance with the project milestone schedule, so that the desired development and construction schedule for the Project shall be maintained.

1.7.26 The Project Architect shall be available after final payment to advise the Owner regarding Warranty items and to Warranty work during the Warranty period. Project Architect shall participate in the Project's one-year warranty review.

1.8 Additional Services

1.8.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as described in this Agreement in addition to Basic Compensation. Prior to commencing any Additional Service, Project Architect shall prepare for acceptance by the Owner an Additional Services Proposal, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Project Architect has determined that such services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Project Architect is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. Project Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.

1.8.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Project Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

1.8.3 Providing services to make detailed investigations of existing conditions or facilities or to make measured drawings of them is an Additional Service except as reasonably necessary to verify the accuracy and completeness of drawings or other information furnished by the Owner and to the extent necessary for the Project Architect to complete its responsibilities hereunder free of material errors and omissions. Project Architect shall not be required to perform any destructive testing or to hire the services of a surveyor unless agreed to as an Additional Service.

1.9 Time

1.9.1 Project Architect shall perform all of Project Architect's services described herein as expeditiously as is consistent with (1) Project Architect's best professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedules so that the desired development and construction schedule for the Project shall be maintained. Project Architect shall at all times provide sufficient personnel to accomplish Project Architect's services within the time limits set forth in the schedules described herein.

1.9.2 The project schedule shall contain milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Schematic Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented. Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 2 Owner's Responsibilities

2.1 The Owner shall provide the Project Architect with a full description of the requirements of the Project.

2.2 The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Project Architect and as reasonably necessary for the completion of Project Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

2.3 The Owner will review the Project Architect's drawings, specifications and other documents of service produced by Project Architect in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Project Architect of any design fault or defect in Project Architect's Services or Design Documents of which Owner becomes aware, but Owner shall have no obligation to identify any design faults or defects.

2.4 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Project Architect's Services.

2.5 The Owner designates City of Georgetown CIP Manager as its representative authorized to act in the Owner's behalf with respect to the Project.

Article 3 Reimbursable Expenses

3.1 Reimbursable Expenses are in addition to Compensation for Project Architect's Services and include actual and reasonable expenses incurred by the Project Architect, its employees, and sub-consultants solely and directly in connection with the performance of Project Architect's Services for the following:

3.1.1. Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance in writing by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved in writing by the Owner in advance.

3.1.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

3.1.3. Professional models and renderings if requested in writing by the Owner, beyond those identified in the original proposal and contract.

3.2 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 1, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items.

3.3 Owner shall pay a mark-up not to exceed ten percent (10%) on those reimbursables identified in 3.1.1 through 3.1.5 above. A mark-up shall not be paid on lodging, meals or travel expenses. Project Architect shall submit receipts for all reimbursable expenses along with any reimbursement request.

Article 4 Basis of Compensation

The Owner shall compensate the Project Architect for the services provided in accordance with Article 4. Payments to the Project Architect, and other terms and conditions of this Agreement, shall be as follows:

4.1. Basic Services Fee

4.1.1 In consideration for the services provided under the contract, the Project Architect shall be paid a fixed fee not to exceed amount of **$___1,031,350.00_** in accordance with this Contract. Payment

for services provided shall be made monthly and in accordance with the Milestone Phase Schedule inserted below, following acceptance (or Final Acceptance) of the Services by the City. Reimbursable expenses not to exceed $5,000 shall be in addition to the fixed fee amount and as approved by City.

Milestone Phase	**Amount ($)**
Schematic Design Phase	$159,190
Design Development	$159,190
Construction Documents	$198,988
Bidding/Negotiation Services	$39,797
Construction Administration	$238,785
Civil Engineering & Landscape Architecture	$196,900
Security, Technology and Low Voltage Design	$38,500

4.2. Fees for Change Order Services

If revised construction documents are required due to material changes ordered by the Owner and not due to errors and omissions on the part of the Project Architect, the fee for the additional Basic Services required will be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the changes to the Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the changes to the Work, but only to the extent that services for the changes to the Work are required.

4.3. Reimbursable Expenses

For reimbursable expenses, as described in Article 3, the Project Architect's reimbursement shall be calculated as an amount not to exceed 1.10 times the amounts actually expended by the Project Architect, the Project Architect's employees and consultants in the interest of the Project.

4.5 Additional Services

4.5.1 Fees for Additional Services are in addition to the Basic Services Fee described above.

4.5.2 The fees for Additional Services will be negotiated by the Owner and the Project Architect as the scope of the Additional Services is defined and shall be calculated in one of the following ways:

a) A pre-established lump sum amount; or

b) An agreed percentage of the Final Construction Cost of the Work resulting from the service being provided.

4.5.3 In the absence of an agreement between the Owner and the Project Architect, the fees for Additional Services shall be calculated on an hourly basis.

Article 5 Payments to the Project Architect

5.1 Project Architect shall present monthly Applications for Payment to the Owner detailing the Project Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment,

Project Architect shall submit payroll information, receipts, invoices and any other evidence of payment which Owner shall deem necessary to support the amount requested.

5.2 Owner shall promptly review the Application for Payment and notify Project Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. For purposes of Texas Government Code 2251, the date performance of services is completed is the date when the Owner approves the Application for Payment. Architect shall pay all sub-consultants and other expenses incurred under this Agreement in accordance with Texas Government Code Chapter 2251.

5.3 Owner shall have the right to withhold from payments due Project Architect such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Project Architect or failure of Architect to perform its obligations under this Agreement.

Article 6 Project Architect Accounting Records

6.1 Records of Project Architect costs and reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Project Architect in writing.

Article 7 Ownership and Use of Documents

7.1 The Owner shall have the title to and ownership of all documents produced or developed by Project Architect and any sub-consultant in connection with this Agreement whether the Project is completed or not. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Project Architect shall deliver all documents to the Owner at completion of the Project, termination of Services, or upon Owner's request. Project Architect may retain copies of its work product.

7.2 The Project Architect shall furnish to the Owner one set of digital files representing the final record drawings, in PDF format.

Article 8 Termination of Agreement

8.1 Termination for Cause. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and if such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Project Architect's recovery for termination shall be strictly limited as provided below.

8.2 Termination for Convenience. This agreement may be terminated for convenience by the Owner in whole or in part upon at least ten (10) days' written notice to the Project Architect.

8.3 Compensation. In the event of termination not the fault of the Project Architect, the Project Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Project Architect

delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Project Architect prior to termination.

Article 9 Successors and Assigns

The Owner and the Project Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Project Architect, and Project Architect's interest in this Agreement, duties hereunder, and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

Article 10 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Project Architect and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. Terms or conditions that were incorporated into Project Architect's proposal shall not be incorporated into this Agreement, and the parties expressly waive any such terms and conditions. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Project Architect.

Article 11 Indemnity

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, PROJECT ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ARCHITECT OR ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT.

11.2 **Intellectual Property**

11.2.1 PROJECT ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ARCHITECT OR ARCHITECT'S OFFICERS, DIRECTORS,

PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ARCHITECT SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

11.2.2 IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ARCHITECT'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ARCHITECT IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ARCHITECT SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ARCHITECT SHALL REIMBURSE OWNER FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

11.3 Project Architect's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

11.4 Owner shall promptly notify Project Architect, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Project Architect shall relieve Project Architect of its obligations under this Agreement except to the extent that Project Architect can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Project Architect shall assume control of the defense and/or resolution of the claim.

11.5 Project Architect assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the Owner, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Architect, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

Article 12 Miscellaneous Provisions

12.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws. The Owner and the Project Architect each submit to exclusive jurisdiction of the courts of Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

12.3 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

12.4 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

12.5 **Independent Contractor.** Project Architect acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Project Architect or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project Architect is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Project Architect hereby agrees to make Project Architect's own arrangements for any of such benefits as Project Architect may desire and agrees that Project Architect is responsible for all income taxes required by applicable law.

12.6 **Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Architect shall not, beginning on the date of first association or communication between Owner and Project Architect and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Project Architect's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Architect shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Project Architect as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Architect shall obtain assurances similar to those contained in this Subparagraph from persons, vendors and consultants retained by Project Architect. Project Architect acknowledges and agrees that a breach by Project Architect of the provisions hereof will cause Owner irreparable injury and damage. Project Architect, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.7 **Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Project Architect a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Project Architect shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

12.8 **Dispute Resolution.**

12.8.1 If a dispute arises under this Agreement, Owner and Project Architect agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

12.8.2 If the Owner and Project Architect fail to resolve a dispute through negotiation, then Owner and Project Architect agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement to mediation.

12.8.3 If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Project Architect arising out of or relating to this Agreement (a) may be submitted to binding arbitration by written agreement, or (b) may be filed by either Owner or Architect in a court of competent jurisdiction in Williamson County, Texas.

12.8.4 Upon Owner's request, Project Architect shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement.

12.9 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
City of Georgetown
300-1 Industrial Ave.
Georgetown, Texas 78626
Attention: Purchasing

With Copies to: N/A

If to Project Architect:

GFF, Inc.
3030 Nowitzki Way, Suite 400
Dallas, TX 75219

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.10 **Authority to Act.** Project Architect warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Project Architect has been duly authorized to act for and bind Project Architect.

12.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

12.12 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Architect.

12.12.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

12.12.2 Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

12.12.3 Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

12.13 **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.14 **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Project Architect certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.15 **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.16 **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries, and will not boycott firearm and ammunition industries during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.17 **Disclosure of Interested Parties.** By signature hereon, Project Architect certifies that, if the value of this agreement exceeds $50,000, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code, Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Architect.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

CITY OF GEORGETOWN

By: _____

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, Mayor of the City of Georgetown, on behalf of the City.

_____
Notary Public – State of Texas

PROJECT ARCHITECT

_____

Printed Name: _____

Title: _____

Architect License or Firm's Certificate No: _____
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ on behalf of _____.

_____
Notary Public – State of Texas

The following Exhibits are fully incorporated into this Agreement by reference:

EXHIBITS

Exhibit A Architectural Services
Exhibit B Project Milestone Schedule
Exhibit C Personnel Titles and Hourly Rates
Exhibit D Certificate of Insurance

EXHIBIT A
ARCHITECTURAL SERVICES

This Exhibit A outlines the specific work that Project Architect will undertake, subject to the Agreement. Nothing in this Exhibit A supersedes any contractual requirements.

GFFdesign

Dallas
3030 Nowitzki Way — Suite 400
Dallas, Texas 75219
214 303 1500

Fort Worth
1701 River Run — Suite 800
Fort Worth, Texas 76107
817 303 1500

Austin
114 West 7th Street — Suite 200
Austin, Texas 78701
512 807 0433

August 07, 2026

Jennifer Bettiol
CIP Manager | Public Works
City of Georgetown
300-1 Industrial Ave.
Georgetown, TX

RE: 12,000 SF FIRE STATION #8 IN GEORGETOWN, TEXAS, GFF PROJECT #26061.00

Dear Jennifer:

Thank you for the opportunity to submit a proposal on the above referenced project. We understand the City of Georgetown ("City" or "Owner") would like GFF Design ("GFF" or "Architect") to provide Architectural Design Services for Georgetown Fire Station #8 This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The City of Georgetown intends to design and construct a new Fire Station No. 8 on Westinghouse Road, west of FM 1460, to support the city's continued growth and maintain emergency response capabilities in a rapidly developing portion of the community.
- The project is anticipated to consist of an approximately 12,000 square foot fire station with three pull through apparatus bays.
- Fire Stations No. 6 and No. 7 will serve as the baseline for programming and operational planning. The design effort will build upon the City's established station prototype while incorporating refinements that improve functionality, efficiency, and long-term operational performance.
- Key operational priorities discussed during project scoping include locating bunker gear storage on the first floor, maintaining a dedicated Battalion Chief office, and eliminating the need for an elevator, if feasible within applicable building code requirements.
- The city has identified several preferred building technology standards to maintain consistency across its facilities. The City will provide fiber service to the building, and the design team will coordinate required technology spaces, conduit pathways, and infrastructure to support these systems.
- The project will include an emergency generator to support continuous operations during power outages.
- Based on current utility information, a fire pump may be required due to available fire water pressure. The design team will coordinate early with the city and utility providers to confirm these requirements.
- GFF understands the project is anticipated to utilize the Construction Manager at Risk (CMAR) delivery method. We recommend engaging the CMAR as early as practical to provide constructability reviews, cost estimating, and schedule input throughout the design process.
- GFF will incorporate structured quality control reviews, including page turn meetings at 100% Design Development, 50% Construction Documents, and 90% Construction Documents to ensure architectural, structural, and MEP systems are fully coordinated prior to issuance.
- The city has identified a construction budget of $8,700,000 for this project.
- The city will provide the geotechnical investigation for the project and is anticipated to provide surveying services.
- Utility coordination will include Oncor as the electrical provider and Georgetown Water for domestic and fire water service, including separate metering for each system.
- The project will include Record Drawings at the completion of construction.
- GFF understands the city's goal is to complete the design effort within an approximately eight-month schedule while maintaining a collaborative review process.

PROJECT TEAM:

Owner's Team
Jennifer Bettiol, RA
Clay Shell
Trish Long, FMP
Eric Johnson
Lauren Wilson

City of Georgetown
CIP Manager
Assistant Fire Chief
Facility Services Manager
Public Works Director
Public Works

GFF
Jason Cave, AIA
Garrett Barker, AIA
Sara Good, Associate AIA

Architect
Principal-in-Charge
Project Architect
Project Manager

RWB Consulting Engineers
Aaron Morken, PE
Mike Adcock, PE
David Boon, PE

MEP Engineer
Senior Project Manager
Mechanical Engineer
Electrical Engineer

Howell Design Group
Charlie Howell, CSC

Security, AV & IT Consultant
Principal

Gessner Engineering
Victoria Wittman, PE

Structural Engineer
Project Manager

Kimley-Horn
Joel Alvis, PE
Morgan Depine, PLA

Civil Engineer & Landscape Architect
Project Manager
Landscape Architect

SCOPE OF SERVICES:

Basic Services

- Provide Architectural, Structural and MEP services from Schematic Design through the conclusion of Construction Documents, for the project described above, per the terms of the City of Georgetown's Professional Service Agreement (the "Agreement").
- Visit existing Fire Stations No. 6 and No. 7 and coordinate with City of Georgetown and Fire Department staff to establish a baseline for planning and confirm operational requirements including apparatus bay configuration, living quarters, Battalion Chief suite, bunker gear storage, training support spaces, and support functions.
- The GFF team will provide seven (8) in-person visits throughout the design phase (Schematic Design through Construction Documents).
- GFF will provide up to five (5) architectural renderings of the completed facility's design for use by the city throughout the permitting and construction phases.
- Provide assistance during Permitting, Bidding and Negotiation, per the terms of the Agreement. No in-person site visits are anticipated during this phase.
- Provide standard Contract Administration services for reviewing shop drawings, attending jobsite meetings, clarifying the intent of the construction documents, etc., per the terms of the Agreement for up to twelve (12) months. Basic Services shall include up to twenty-six (26) in-person site visits consisting of two (2) site visits per month and two (2) punch list visits. Services beyond these amounts shall be Additional Services.
- Construction administration phase will start with the first submittal or shop drawing review, regardless of whether a permit has been obtained.

Supplemental Services

1. Civil Engineering & Landscape Architecture Services

- Provide civil engineering design including grading, drainage, paving, utility design, stormwater management, and site permitting required for the project.
- Coordinate with Georgetown Water and Oncor regarding utility service requirements.
- Coordinate Site Development Permit (SDP) requirements and responses throughout the review process.
- Provide bidding and construction phase services including responses to RFIs, submittal reviews, site observations, and system acceptance support.
- Prepare demolition, grading, paving, and striping plans for the proposed right-turn lane improvements, coordinated with and submitted concurrently as part of the on-site civil engineering plan set.
- Provide landscape architectural services for the design and documentation of site landscaping, hardscapes, planting, irrigation, and related landscape improvements associated with the project.

2. Security, Technology and Low Voltage System Design and Coordination

- Develop the Basis of Design and prepare construction documents for security, telecommunications, structured cabling, access control, security camera, audiovisual, alerting and low-voltage systems.
- Coordinate system requirements with the Owner, Fire Department, Owner Vendors, IT staff, and all engineering disciplines to ensure full integration with the building design.
- Prepare plans, riser diagrams, details, schedules, and specifications suitable for bidding and construction.
- Provide bidding and construction phase services including responses to RFIs, submittal reviews, site observations, and system acceptance support.

Additional Services (Not included in contract but can be provided via change order)

1. Civil – Administrative Exception

- Prepare and submit one administrative exception request seeking approval of an alternative design approach to specific Unified Development Code (UDC) standards, with the understanding that approval is subject to City review and cannot be guaranteed.

Other Additional Services include:

- Additional site visits requested by the Owner, other than those listed above.
- Professional renderings, animations, virtual reality presentations, or physical models, other than those listed above.
- Multiple bid packages.
- Specialty consulting services not specifically identified herein.
- Any other services or activities other than those listed above.
- As otherwise defined in the Agreement.

Owner Provided Services

- Geotechnical Investigation
- Topographic and Boundary Survey
- Site platting, easements, and property acquisition, if required
- Utility service agreements
- Owner furnished fiber service to the building
- Graphics and facility signage design
- Testing and inspection services
- Owner shall provide an Overall Project Budget for the Architect to reference

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in the City of Georgetown's Professional Service Agreement unless otherwise specifically set forth herein. "Work", as used therein and further in relation to the Architect's Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.

- GFF shall not be required to retain any specific consultant recommended by the Owner. To the extent that the Owner recommends or requires a certain consultant to perform services on the project, Owner shall directly retain such consultant and require such consultant to coordinate its services with those provided by GFF

- Design, coordination and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, the lender or any other entity is by others.

- GFF shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project, including pre-construction.

- In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations, and work-in-progress modifications. By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction time.

- This proposal is based on all buildings being designed, documented, permitted, and constructed at the same time. Should Owner elect to proceed with the project in phases, GFF can provide that as an additional service.

- GFF's role during value engineering is to preserve the project's design intent, aesthetic quality, and functionality, and to help ensure that the budget cuts do not compromise the long-term performance, safety, or building codes. As such, any value engineering, as presented by others will be evaluated by GFF in accordance with these qualities. These assessments will be provided to the owner for consideration.

- Services regarding trenching operations are not included as part of this agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, and observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.

- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.

- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.

- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

- The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the omissions exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

- The following are not included as a Basic Service: tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein.

- Owner has or will provide a site-specific geotechnical report for the site for our use in designing the structural systems for the buildings.

- Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement.

- Upon completion, the Architect may, at its option, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (179D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the “Designer” of the Project by completing an allocation form (that Architect will provide) and shall allow the Architect’s independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project’s HVAC, interior lighting and/or building envelope systems.

- If, at the Owner’s request, the Architect’s Work is delayed by more than 30 cumulative days, the Architect’s compensation may be adjusted accordingly.

- This proposal shall be valid for a period of up to 60 days from the date of the proposal.

If this proposal is acceptable, please sign and return one (1) copy to my office, to signify your acceptance, which shall also serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by Architect and accepted by you, this shall also constitute acceptance of this proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,

GFF Design

Jason Cave, AIA
Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Maria Gomez, AIA, LEED AP
GFF Accounting
Garrett Barker, AIA

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

Master Version 01.14.2026
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EXHIBIT B
PROJECT MILESTONE SCHEDULE

Supplemental activities, which dates are not yet defined, shall be determined at the completion of the Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented.

Article 4 The anticipated project milestone durations are as follows: PROJECT SCHEDULE:

GFF proposes the following 10-month design schedule, followed by a 12-month construction schedule:

Design and Construction Documents Phase	
• Design Notice to Proceed (NTP)	
• Schematic Design	3 Months
• Design Development	3 Months
• Construction Documents	4 Months
Total:	10 Months *

*Assumes timely Owner Review periods within this design phase durations

GMP Pricing Phase (Concurrent with Permitting)	
• CMAR Subcontractor Bidding and GMP Contract Negotiations	4 Months
Construction Phase	
• Construction Administration (as negotiated in the construction contract)	12 months
Total Anticipated Project Duration:	**26 months**

EXHIBIT C
PERSONNEL TITLES AND HOURLY RATES

The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (TO BE PROVIDED BY SELECTED FIRM)

GFF

Principals: $415
Directors: $325
Senior Leaders: $285
Leaders: $225
Senior Coordinators: $185
Coordinators: $150
Professionals: $135

Gessner Engineering

Principal / Partner $320.00
Senior Engineer $265.00
Professional Engineer $210.00
Graduate Engineer II $160.00
Graduate Engineer I $135.00
Designer $135.00
Draftsman $125.00
Clerical $95.00
Drilling Manager $135.00
Registered Professional Land Surveyor $210.00
Surveyor-in-Training $135.00
Senior Survey Technician $160.00
Survey Field Crew $115.00/person
Survey Technician $125.00
Senior CMT Project Manager $165.00
CMT Project Manager $160.00
Construction Inspector $135.00
Senior Technician $105.00
Senior Technician (Weekend/Holiday) $145.00
Technician $80.00
Technician (Weekend/Holiday) $120.00

Kimley-Horn

Analyst $195 - $335
Professional $280 - $390
Senior Professional I $295 - $470
Senior Professional II $430 - $490
Senior Technical Support $200 - $355
Support Staff $125 - $190
Technical Support $145 - $295

RWB Consulting EngineersPrincipal $280.00
Associate Principal $250.00
Senior Associate $230.00
Project Manager $225.00
Senior Engineer $185.00
Senior Designer $175.00
Engineer - $160.00
Engineer In Training (Eit) $130.00
Designer $120.00
Revit / Cad Technician $110.00
Technical Typist $100.00

EXHIBIT D
CERTIFICATE OF INSURANCE

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Consulting Agreement with Esource

SUGGESTED ACTION:
Consideration and possible action to approve a contract between the City of Georgetown and Esource for utility billing software assessment services, with a not to exceed amount of $121,000.00 -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
The current Utility Billing Software system has been in place since 2023, with an on-premises original implementation in 2018. As our technology needs and the market for utility billing solutions have evolved, the City needs to understand the current requirements of the five utilities, any gaps between those needs and the current system, the "Total Cost of Ownership" (TCO) of our current system, a market comparison of other systems, and functionality that would be lost or gained from moving to a different system. The findings will be used to inform future strategic planning and budget decisions related to our utility billing operations. The City requested proposals from interested, qualified respondents capable of providing a comprehensive assessment. Esource was selected as the consultant due to their extensive experience providing these services to local governments and utilities, scope of work that closely matches the City's desired deliverables, and their price.

FINANCIAL IMPACT:
Funding for this contract is budgeted within the Utility Billing cost center in the Joint Services Fund.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
26-0284-CC Esource.docx.pdf

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, 2026 by and between E Source Companies, LLC ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement for the initial term shall not exceed one hundred twenty-one thousand dollars ($121,000). Payment will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** This Agreement shall become effective on the date signed by the City. The term of the Agreement shall be from one (1) year.

6. **Performance.** Consultant, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Consultant shall undertake the work and complete it in a timely manner and in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

7. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

8. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

9. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**

10. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

11. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

12. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

13. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with this Agreement.

14. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

15. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

16. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

17. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

E Source Companies, LLC
Attn: Rebekah Cooksey
16633 Dallas Parkway, Suite 520
Addison, TX 75001
rebekah_cooksey@esource.com

Notice to the City:

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.masson@georgetowntexas.gov

18. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

19. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

20. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

21. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

22. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

23. **Advertising and Publicity**. Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

24. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

25. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

30. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

31. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

32. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

33. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

34. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

CITY OF GEORGETOWN	**CONSULTANT**
By: _____	By: Rebekah Cooksey
Name: Josh Schroeder, Mayor	Name, Title: Rebekah Cooksey, CFO
Date: _____	Date: 8/31/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit A
Scope of Services
Utility Billing Software Assessment

1. **Summary of Project/Background:**

The City of Georgetown provides five utility services: water, sewer, electric, drainage and solid waste. FY2025 annual billed revenue is projected to be $247 million. There are approximately 75,000 customers; including 66,389 water meters and 35,776 electric meters. The City provides water service, and also bills the external sewer service under interlocal agreements with the City of Liberty Hill, and the Parkside and Highlands MUDs. Conversely, the Jonah Special Utility District provides water service, and therefore bills sewer, drainage, solid waste and streetlight services on behalf of the City of Georgetown.

The City currently utilizes Itineris' UMAX365 for its utility billing and customer management functions. The system has been in place since 2023, with an on-premises original implementation in 2018. (Related products include Service Link for work orders, and the DataHub irrigation detection algorithm.) As our technology needs and the market for utility billing solutions have evolved, the City needs to understand the current requirements of the five utilities, any gaps between those needs and the current system, the "Total Cost of Ownership" (TCO) of our current system, a market comparison of other systems, and functionality that would be lost or gained from moving to a different system.

The purpose of this project is to engage a qualified third-party consultant to conduct a high-level requirements documentation, TCO analysis of our existing utility billing software system and support and to provide a comparative analysis of our current system against the functionality and estimated TCO of a representative selection of current utility billing software systems. A comparison would include estimated costs of a new system, support staff, as well as the upfront implementation costs to determine whether a different system would have a net beneficial cost impact. The findings will be used to inform future strategic planning and budget decisions related to our utility billing operations.

2. **Consultant Responsibilities**.

The Consultant shall:

A. Identify current gaps in utility requirements for rate structures, customer service offerings, reporting, and related business needs.

B. Identify high level functionality that may be gained or lost by transitioning to a new system.

C. Gain a clear and comprehensive understanding of the total financial and operational costs associated with our current utility billing software system.

D. Evaluate the current market of utility billing software systems, identifying key vendors and their capabilities.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

E. Provide a data-driven, long-term TCO comparison between our existing system and potential replacement options.

F. Address whether cost efficiency could be gained by improving the use of MDM, AMI, and software integrations in conjunction with the existing or a new billing system.

G. Identify opportunities for cost savings and increased efficiency within our utility billing software stack.

The Consultant shall provide the above services through the following phased approach:

Phase 0 Preparation and Kickoff

A. Formal Project Kickoff Meeting and project plan
B. CIS Industry Educational Workshops

Phase 1 System Requirements Gap Analysis

Consultant shall conduct a high-level system needs requirements with all stakeholder departments. Identify business processes and rate structures that the City currently desires to use but that are not available in our current product. Provide analysis of whether these processes/structures can be built in the current product and cost. Additionally, provide analysis as to whether these processes/structures are readily available in the market of comparable systems or require custom code development. Consultant shall also conduct an organizational staffing assessment.

A. Stakeholder departments include: Water/Sewer, Electric, Public Works (Stormwater Drainage, Solid Waste), Customer Care Call Center, Customer Billing, Customer Metering, Information Technology.

B. Needs requirements may include, but is not limited to: rate structures, billing features, customer service program offerings, reports, integrations, etc.

Phase 2 Total Cost of Ownership Analysis of Current System

The Consultant will conduct a thorough TCO analysis of the City's current utility billing software and support. This analysis shall include, but not be limited to, the following cost components:

A. **Direct Costs:**

1. Initial implementation and upgrade costs.
2. Annual software licensing and maintenance fees.
3. Hardware and infrastructure costs (servers, storage, networking).
4. Vendor support and service fees.

B. **Indirect and Operational Costs:**

1. Labor costs for system administration and maintenance.
2. Training costs for new and existing staff.
3. Costs associated with system integrations, customizations, and third-party add-ons.
4. Opportunity costs of inefficiencies and system risks.
5. Costs of future upgrades and migrations.
6. Any other recurring or non-recurring costs related to the system's operation.

Phase 3 Market Analysis and Comparative TSO

The Consultant will evaluate the current market for utility billing software and provide a comparative analysis for a future 10-year period. This will involve:

A. Identifying and profiling at least three to five utility billing software systems that are suitable for a municipality of our size and complexity; including identifying comparable utilities using those systems.

B. Researching each system's capabilities, features, and functionality, with a focus on core needs (meter work orders, billing, payment processing, customer self-service, and reporting) and utilizing the information provided in 3.1 Gap Analysis.

C. Analysis must include rate structures for the current four third-party contracts

D. Conducting a high-level TCO analysis for each of the selected alternative systems. This analysis should project direct, indirect, and operational costs over a 10-year period, using industry benchmarks and best practices. Key cost components should include:

1. Initial implementation, integration and data migration costs.
2. Ongoing licensing and support fees.
3. Projected hardware, infrastructure, and IT support costs.
4. Training and change management costs.

E. Identify 10 to 20 high level business processes or practices currently used by the City of Georgetown across the billing, or payment processing areas, focusing on processes identified by the City or Consultant as most critical; and compare how these processes would generally differ in each of the compared systems. This may also address billing processes that may be unique to

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Georgetown and not generally supported in billing systems used by similar organizations. Detailed analysis of the process or software steps is not desired, rather a simple comparison of whether the process is "built-in" the different systems and, if so, whether other software tools are known to be more efficient for these processes.

F. Identify additional support services provided by Itineris and compare those to support services provided by other potential providers. These may include services currently provided by Itineris such as on-demand functionality enhancements, development of additional modules such as excessive water use monitoring, and monthly customer success meetings.

G. Review the data analysis and reporting services offered by chosen software companies and provide an opinion on whether the City may lose or gain functionality in this area if different software was used.

Phase 4 High Level Technical review

The Consultant will investigate current and proposed uses of other software systems in the "meter-to-cash" software stack including meter data management (MDM), advanced metering infrastructure (AMI), and integration with other tools (GIS, outage management, work order ticketing, asset management, conservation DataHub) and how these systems are generally used in conjunction with the UMAX 365 billing software.

A. Analyze the City's current and proposed uses of AMI and MDM technologies, including the intention to use different MDM and AMI systems for the Electric and Water Utilities.

B. Identify ways in which billing system costs may be impacted by current and proposed use of MDM and AMI.

C. Determine whether the scope and number of software integrations used by City is comparable with similar organizations.

3. Deliverables. The Consultant shall provide:

A. A requirements matrix identifying functional gaps and comparing the capabilities of the current system to a selection of systems available in the market.

B. A detailed report and presentation summarizing the TCO of the current utility billing system from 2018 through 2028. This report should clearly itemize and categorize all identified costs. Include data how long it would take to recoup the costs of a new implementation and achieve a state where there is a net benefit of a less expensive system.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

C. A comparative analysis report that outlines the TCO for each alternative system, contrasting it with the TCO of the current system. This report should highlight the strengths and weaknesses of each system from both a functional and financial perspective. Include coverage of the support services provided by Itineris, how other companies or third-party vendors may provide these services, and what are standard costs for those services. Further, a general overview of whether improvements could be made in reporting and data analytics should be included.

D. Conclusions about the efficiency of current and proposed uses of AMI, MDM and software integrations; and, how the City may improve the overall efficiency of the "meter-to-cash" software stack/architecture.

E. A final comprehensive report that includes:

1. An executive summary of the project findings
2. Summary of the current system requirements and gap analysis
3. Comparative analysis of alternative systems including key functionality, support services, and data analytics; specifically stating what might be gained or lost by moving to another software.
4. A list of recommended system improvements, regardless of whether a new system is adopted
5. An overview of the utility billing software market and what might be expected in costs. Include findings on whether the size and functionality of the current system is appropriate for the City
6. The detailed TCO analysis of the current system versus other systems. Provide cost data on a per meter or per customer data after carefully defining what a "customer" or "meter" entails
7. Opinions regarding appropriate support staffing levels for a utility billing system and how those compare to existing levels.
8. General recommendations for more efficient use of MDM, AMI and software integrations in conjunction with the utility billing system
9. A final recommendation on whether the City should continue with the current system or consider a replacement supported by the functional assessment and TCO data.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

F. A final presentation to the City Manager and relevant Department Directors to present the findings and answer questions.

Items that are not expected as part of the deliverables include:

1. A full software requirements analysis.
2. Software company marketing materials (unless used as a source for critical data), or detailed technical analysis of the utility billing software stack.
3. An in-depth review of MDM systems. AMI systems or software integration is not expected, Instead a broad overview of these technology systems and general recommendations are desired.

4. Performance Standards.

A. Services shall meet the professional industry standards and comply with applicable federal, state, and local laws.

B. Consultant shall adhere to City deadlines unless prior written approval is obtained.

Consultant shall notify the City promptly of any issues that may impact services. Consultant shall be product agnostic.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit B
Supplemental Provisions

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit C
Payment Terms

Payment is a fixed fee, including expenses, in the not to exceed amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the milestone schedule listed below and upon completion of the services and written acceptance by the City.

The City will reimburse for actual travel expenses for up to five site visits provided that all travel must be approved by the City in advance, and reimbursement requests must include receipts with the exception of meals that will be billed per diem pursuant to the GSA rate for Georgetown Texas. Estimate of travel expenses for up to five site visits is $11,000. In no case may travel expenses exceed $11,000.

Schedule of Payment for each phase:

Table 3. Milestone Payment Table Based On Agreed Upon Deliverables

Milestone Payment Number	Deliverable	Milestone Payment Amount (USD)
1	NavigateOne™ CIS Business Requirements Analysis **(City of Georgetown Deliverable A)**	$18,000
2	TCO Analysis of UMAX from 2018 - 2028 **(City of Georgetown Deliverable B)**	$18,000
3	Market Analysis and Comparative TCO **(City of Georgetown Deliverable C)**	$18,000
4	AMI / MDM Technical Review **(City of Georgetown Deliverable D)**	$18,000
5	Draft Assessment Report **(City of Georgetown Deliverable E)**	$18,000
6	Final Assessment Report and Presentation **(City of Georgetown Deliverable F)**	$20,000
	Total Fixed-Fee for Utility Billing Software Assessment	$110,000

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit D
Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit E
Certificate of Insurance

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Contract Authority Update

SUGGESTED ACTION:
Second Reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
Under direction of the City Manager, the Procurement team has been working on various process improvements for efficiency. Staff recommends that annual routine equipment purchases be approved during the budget adoption process. This will eliminate the need for separate agenda items for Council to approve these items. The purpose of updating this authority to contract ordinance and policy is to delegate authority from the Council to the City Manager to approve purchases of such equipment through cooperative agreements. Cooperative agreements are competitively bid and meet State procurement requirements.

There is a corresponding agenda item on this date to adopt the FY2027 budget. That item includes attached lists of routine Fleet and Information Technology equipment planned in the FY2027 budget.

The update also includes a correction to the delegation authority of change orders from the last time the ordinance was updated in October of 2025.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Presentation -Contract Authority and Purchasing Policy Updates 08.25.26.pdf
Ord_Chapter 4.08_CooperativePurchases Authority_v2.pdf
Exhibit A_CHAPTER_4.08.___AUTHORITY_OF_CITY_MANAGER_AND_CITY_STAFF_TO_CONTRACT red lines.pdf

Contract Signature Authority Policy Updates

City Council Regular Meeting

August 25, 2026

GEORGETOWN TEXAS

What Prompted the Changes?

- 2026 City Manager Work Plan Priority Item: process improvements in the procurement process
- Streamline the approval process for routine equipment purchases
  - Information Technology equipment
  - Fleet equipment replacement and new
  - Add: the City Manager may approve competitively bid cooperative agreement purchases with the budget
- Correct redline errors from October 2025 policy change
  - The City Manager may approve a change order that is $50,000 or less for a contract required by state law to be competitively bid (correction from $100,000)

Questions?

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 4.08.010, TITLED "AUTHORITY OF THE CITY MANAGER AND CITY STAFF TO CONTRACT," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 4.08.010, TITLED "AUTHORITY OF THE CITY MANAGER AND CITY STAFF TO CONTRACT," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") routinely procures goods and services necessary to provide municipal services and carry out public purposes; and,

WHEREAS, state law authorizes local governments to use certain cooperative purchasing programs, including programs established under Texas Local Government Code Chapter 271, Subchapter D and Subchapter F, to promote efficiency, economy, and compliance with competitive procurement requirements; and

WHEREAS, the City Council of the City of Georgetown (the "City Council") desires to delegate authority to the City Manager or the City Manager's designee to make purchases and execute contracts through such cooperative purchasing programs when the purchase or contract is authorized by state law and sufficient funds have been appropriated and are available in the adopted budget; and,

WHEREAS, The City enters into many contracts, agreements, and similar documents that are routine in nature or are for certain categories or types of items that have already been approved through the budgeting process, and the City Manager and his or her designee should be authorized to negotiate and enter into these contracts and documents, in accordance with the guidelines established herein, in the interest of efficiency of administrative governmental operations in the City; and,

WHEREAS, the City Council further desires to clarify and update authority for approving change orders to City contracts after legislative changes to prior statutory language governing change-order dollar limits; and,

WHEREAS, the City Council finds that delegating contracting and change-order authority for budgeted items, when authorized by state law, will promote efficient municipal operations while preserving the City Council's authority over appropriations and policy direction.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS:

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 4.08, "Authority of the City Manager and City Staff to Contract," is amended to read as follows:

"Section 4.08.010. – Delegation of contracting authority

A. Except as specifically provided herein, all contracts, including claim and lawsuit settlement agreements, to which the City is a party shall be approved by the City Council prior to execution. This Section may not be construed to delegate authority to approve or execute, without City Council action, any contract, contract amendment, change order or other legal instrument that is required by State Law to be approved by the City Council.

B. The City Council hereby authorizes the City Manager or the City Manager's designee to approve and execute the following by administrative action without further City Council action:

1. A contract for expenditures in the City Council approved budget for which the contract amount does not exceed the amount which requires compliance with state competitive procurement laws, provided that all such contracts and expenditures are in compliance with the City's annual budget and the City's fiscal and budgetary policy.

2. A change order to a contract required by state law to be procured through either competitive bid or competitive sealed proposal that increases or decreases the contract price by $50,000.00 or less, provided that the original contract price may not be increased by more than 25 percent, and provided that a change order may only make necessary changes to plans or specifications after the performance of the contract has begun or increase or decrease the quantity of goods or services.

3. A contract for the purchase of goods or services through local purchasing programs and cooperative purchasing programs that the City has been approved to be a participant of, provided that the funding for the contract is appropriated in an approved budget.

4. A contract amendment to a contract not required by state law to be procured through competitive bid or competitive sealed proposal modifying the scope of services and increasing or decreasing the contract price by $100,000.00 or less, provided that the original contract price may not be increased or decreased by more than 25 percent of the original contract price.

5. A change order or contract amendment modifying a contract originally approved pursuant to Subsection 4.08.010.B.1., provided however that the total contract price as amended cannot exceed $100,000.00.

6. The exercise of a renewal option, if the expenditure required during the renewal term is $100,000.00 or less.

C. The City Manager may delegate authority granted under this Section to the extent allowed by this Code, the City Charter, or State law. The City Manager may make rules and procedures, which are not in conflict with this Code, the City Charter, or State law, concerning the form and substance of administrative actions necessary for the contracting and change order process.

D. All contracts or expenditures in excess of the amount that requires compliance with the state competitive procurement laws must be approved by the City Council, even if they are included in the City Council-approved budget, except as otherwise provided in Subsection 4.08.010.B.3.

E. If a method of procurement other than competitive sealed bidding or competitive sealed proposals is allowed by law, the City Manager or designee shall have the authority to determine whether to use an alternative method of procurement. If the City Manager or designee is considering using a method other than competitive sealed bidding, the City Manager or designee shall make such determination before notice is given. If the competitive sealed proposals requirement applies to the contract, the City Manager or designee shall consider the criteria described in State Law to determine the best value for the City.

F. The City Council hereby authorizes the City Attorney to approve an agreement for outside attorney legal services for $100,000.00 or less provided that sufficient funds have previously been appropriated by City Council. Any other agreement for outside attorney legal services must be approved by Council."

Section 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable. Any portion of this Chapter that is not being amended by this ordinance shall remain valid and in full force.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED ON FIRST READING ON THE 25TH DAY OF AUGUST 2026.

PASSED AND APPROVED ON SECOND READING ON THE _____ DAY OF SEPTEMBER 2026.

ATTEST:

CITY OF GEORGETOWN

_____
Robyn Densmore, City Secretary

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

CHAPTER 4.08 AUTHORITY OF CITY MANAGER AND CITY STAFF TO CONTRACT

Sec. 4.08.010. Delegation of contracting authority.

A. Except as specifically provided herein, all contracts, including claim and lawsuit settlement agreements, to which the City is a party shall be approved by the City Council prior to execution. This Section may not be construed to delegate authority to approve or execute, without City Council action, any contract, contract amendment, change order or other legal instrument that is required by State Law to be approved by the City Council.

B. The City Council hereby authorizes the City Manager to approve and execute the following by administrative action without further City Council action:

1. A contract for expenditures in the City Council approved budget for which the contract amount does not exceed the amount which requires compliance with state competitive procurement laws, provided that all such contracts and expenditures are in compliance with the City's annual budget and the City's fiscal and budgetary policy.

2. A change order to a contract required by state law to be procured through either competitive bid or competitive sealed proposal that increases or decreases the contract price by $~~105~~50,000.00 or less, provided that the original contract price may not be increased by more than 25 percent, and provided that a change order may only make necessary changes to plans or specifications after the performance of the contract has begun or increase or decrease the quantity of good and services.

3. A contract for the purchase of goods or services through local purchasing programs and cooperative purchasing programs that the City has been approved to be a participant of, provided that the funding for the contract is appropriated in an approved budget.

4~~3~~. A contract amendment to a contract not required by state law to be procured through competitive bid or competitive sealed proposal modifying the scope of services and increasing or decreasing the contract price by $100,000 or less, provided that the original contract price may not be increased or decreased by more than 25 percent of the original contract price.

5~~4~~. A change order or contract amendment modifying a contract originally approved pursuant to Subsection 4.08.010.B.1., provided however that the total contract price as amended cannot exceed $100,000.00.

6~~5~~. The exercise of a renewal option, if the expenditure required during the renewal term is $100,000.00 or less.

C. The City Manager may delegate authority granted under this Section to the extent allowed by this Code, the City Charter, or State law. The City Manager may make rules and procedures, which are not in conflict with this Code, the City Charter, or State law, concerning the form and substance of administrative actions necessary for the contracting and change order process.

D. All contracts or expenditures in excess of the amount that requires compliance with the state competitive procurement laws must be approved by the City Council, even if they are included in the City Council-approved budget, except as otherwise provided in Subsection 4.08.010.B.3.~~.~~

E. If a method of procurement other than competitive sealed bidding or competitive sealed proposals is allowed by law, the City Manager or designee shall have the authority to determine whether to use an alternative method of procurement. If the City Manager or designee is considering using a method other than competitive sealed bidding, the City Manager or designee shall make such determination before notice is given. If the competitive sealed proposals requirement applies to the contract, the City Manager or designee shall consider the criteria described in State Law to determine the best value for the City.

F. The City Council hereby authorizes the City Attorney to approve an agreement for outside attorney legal services for $100,000.00 or less provided that sufficient funds have previously been appropriated by City Council. Any other agreement for outside attorney legal services must be approved by Council.

Secs. 4.08.011, 4.08.012. Reserved.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Administrative Department Updates

SUGGESTED ACTION:
Second Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This ordinance formally re-establishes Administrative Departments as required by City Charter for the fiscal year 2027 Annual Budget. This ordinance has not been updated since September 12, 2023. The ordinance reflects new Administrative Departments, Development Services and Intergovernmental Relations and re-naming 311 Call Cetner to AskGTX, Purchasing to Procurement and Contract Services and Building Inspections to Inspection Services.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
AdminOrd (9.8.2026) - RC.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 2.08.010 OF THE CODE OF ORDINANCES REGARDING ADMINISTRATIVE DEPARTMENTS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the proposed 2027 Annual Budget for the City of Georgetown, and the Administrative Department revisions contained therein; and

WHEREAS, City Charter Section 5.04 "Directors of Departments" establishes the City's organizational hierarchy; and

WHEREAS, the Administrative Departments are established and maintained for budgetary purposes, and the City proposes certain changes to the organization of such Departments; and

WHEREAS, the City Council deems it necessary to amend § 2.08.010 of the City of Georgetown Code of Ordinances entitled "Administrative Departments."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The City of Georgetown Code of Ordinances, Chapter 2.08, Administration, Section 10, Administrative Departments, is hereby amended to read as follows:

There are hereby established the following administrative departments of the City:

Inspections, Development Services, Planning

City Attorney's Office and Real Estate Services

City Manager's Office, Organizational development, Emergency Management, Intergovernmental Relations

City Secretary's Office

Communications and Public Engagement

Customer Care and AskGTX

Economic Development

Tourism, Downtown, Arts & Events

Electric Services

Finance Administration, Accounting, Fleet, Municipal Court, Procurement and Contract Services, and Utility Billing

Fire and Emergency Medical Services

Human Resources

Information Technology

Library

Parks and Recreation

Police Services and Animal Control

Public Works, Airport, Code Compliance, Environmental Services, Facilities, Stormwater, and Streets

Systems Engineering and Transportation Planning

Water Services

SECTION 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This ordinance shall become effective October 1, 2026 with adoption of the 2027 Annual Budget by the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 25nd day of August, 2026.

PASSED AND APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore
City Secretary

By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Amendment to Miscellaneous Utility Account Fees

SUGGESTED ACTION:
Second Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

ITEM SUMMARY:
As part of the FY27 budget process, City staff reviewed miscellaneous utility fees to confirm that the amounts continue to reflect the labor, equipment, materials, and administrative costs associated with providing each service.

The review identified recommended adjustments to the Meter Tampering Fee.

Meter tampering incidents require investigation, documentation, coordination between multiple departments, field response, and the repair or replacement of City equipment. The proposed increase reflects the current costs associated with responding to and correcting these incidents.

The proposed fee will become effective October 1, 2026.

A summary table outlining the current and recommended fee amounts is included below:

Deposit Requirement or Service Charge	Current	Recommended
Meter Tampering Fee	$880	$990

FINANCIAL IMPACT:
Revenue associated with miscellaneous utility fees is budgeted within the City's Utility Fund. The proposed adjustments are intended to recover the City's costs when these services are required and reduce the amount subsidized by the broader utility customer base. The overall revenue impact is expected to be minimal because these fees are assessed only when the applicable service or incident occurs, as these fees are not designed to be revenue generating

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Review of Miscellaneous Utility Account Fee.pdf
Ordinance Sec.13.04.240. Damaging_bypassing_connecting_tampering_etc_of

meters_08.18.2026.pdf
Ordinance Sec.13.04.240(c)_redline.pdf

Review of Miscellaneous Utility Account Fees

City Council, August 25, 2026

GEORGETOWN TEXAS

Purpose of Review

- Regular review ensure policies align with current service realities
- Confirm that fees continue to reflect the City's current cost to provide each service
- Update charges when labor, equipment, materials or operational requirements have changed.
- Recover incident-specific costs from the customer requiring the service rather than spreading those costs across all utility customers.
- Maintain clear and transparent fees in the City's ordinance.

Methodology

- Review completed by City staff as part of the FY27 Budget process
- Evaluated:
  - Staff time
  - Equipment and vehicle usage
  - Administrative processes
- Recommendations ensure cost recovery and minimize customer subsidy

Summary of Proposed Fee Changes

Deposit Requirement or Service Charge	Current	Proposed
Meter Tampering Fee	$880	$990

Meter Tampering Fee

- Applies when irregular usage or wiring is identified by Billing or field staff
- Covers the investigation and corrective work required to protect City equipment and restore service properly

Process:

🔎 Review and document the irregular usage
🎫 Create a service ticket for investigation
💼 Dispatch a meter technician to inspect the site
⚖️ Coordinate with Billing, Legal, and Police when needed
🔌 Disconnect and reconnect service
📟 Replace the meter and meter can, when necessary

2026 Cost Breakdown:

👷 **Labor:** $281.21
📟 **Meter & Meter Can:** $677.53
🚚 **Service Truck:** $24.45

Total Calculated Cost: $983.19

Meter Tampering Fee

What is Driving the Cost?

Replacement metering equipment represents the largest portion of the cost—approximately 69% of the total calculated fee.

The proposed $990 fee more closely reflects the actual cost of investigating and correcting a meter tampering incident.

Costs Included:

- 👷 Staff time and field investigation
- 📟 Replacement meter and meter can
- 🚚 Service truck and equipment
- 📋 Administrative review and follow-up
- 👷 **+** 📟 **+** 🚚 **= Actual Cost to Respond**

This fee ensures the costs associated with investigating and correcting meter tampering are paid by the responsible customer rather than spread across all utility customers.

Financial Impact

- Revenue associated with miscellaneous utility account fees is budgeted within the City's Utility Funds and the Joint Service Fund
- The proposed adjustments are intended to recover the current labor, equipment, and material costs associated with meter tampering investigations and additional electric service trips.
- The overall revenue impact is expected to be minimal because the fees are assessed only when the applicable service or incident occurs.
- The purpose of the fees is cost recovery – not generating additional revenue.

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.240(c) OF CHAPTER 13.04, ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, REGARDING THE METER TAMPERING FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.240(c) OF CHAPTER 13.04, ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, REGARDING THE METER TAMPERING FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter grants the City Council the authority to adopt and amend ordinances necessary for the management of City and fiscal operations; and

WHEREAS, City Staff conducted a review of the Meter Tampering Fee and associated costs as part of the annual budget review process; and

WHEREAS, the review determined that the Meter Tampering Fee should be updated to reflect current labor, material, and equipment costs associated with investigating and responding to meter tampering incidents; and

WHEREAS, the City Council of the City of Georgetown wishes to amend the Meter Tampering Fee in Section 13.04.240(c) of the Code of Ordinances, to be effective October 1, 2026;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Section 13.04.240(c) of the Code of Ordinances is hereby amended as shown below:

> C. Meter Tampering Fine: $990.00. This fee shall be assessed for any violation of the provisions of this Section, with each violation constituting a separate offense. This fee shall be in addition to any costs accrued for the replacement or repair of damaged meters or meter reading equipment, or unbilled consumption.

Section 4. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect on October 1, 2026, in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Sec. 13.04.240. Damaging, bypassing, connecting, tampering, etc., of meters.

C. Meter Tampering Fine: ~~$880.00~~ $990.00. This fee shall be assessed for any violation of the provisions of this Section, with each violation constituting a separate offense. This fee shall be in addition to any costs accrued for the replacement or repair of damaged meters or meter reading equipment, or unbilled consumption.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Adoption of the 2026 National Electric Code

SUGGESTED ACTION:
Second Reading of an Ordinance to adopt the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

ITEM SUMMARY:
The adoption of this code will allow the city to parallel the state-level adoption by the Texas Department of Licensing and Regulation (TDLR) and to align with modern electrical safety standards and technology.

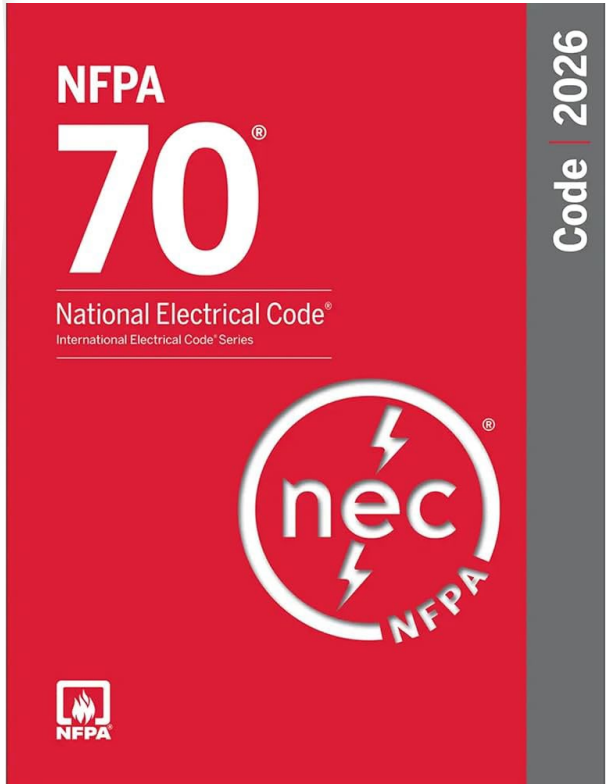
FINANCIAL IMPACT:

SUBMITTED BY:
Cindy Gilbert, Permitting and Inspections

ATTACHMENTS:
2026 NFPA code adoption-National Electric Code Presentation.pdf
Exhibit A_draft_8.25.2026.pdf
Ord_NEC_2026 Adoption_First Reading_draft_8.25.2026.pdf

Adopting the 2026 NFPA 70

National Electrical Code



Texas Department of Licensing and Regulation

Required Licensing: Almost all electrical work in Texas requires a license, with specific exemptions for certain industries like agriculture, manufacturing, and low-voltage work.

Licensing & Types: TDLR issues licenses for different levels, including Apprentice, Journeyman, and Master Electrician.

Safety Standards: Electricians must follow the latest National Electrical Code (NEC) adopted by TDLR.

Code Cycle (NFPA 70): The NEC (NFPA 70) is updated by the National Fire Protection Association every 3 years. Texas adopts these new, safer standards, and continuing education ensures electricians are trained on these updates.

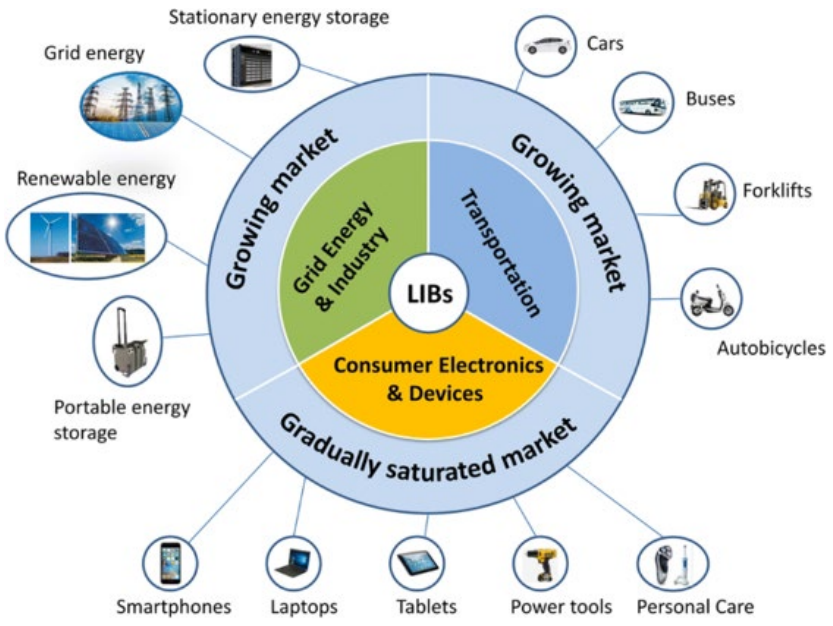
Local Authority (AHJ): While TDLR sets statewide standards, local municipalities (Authorities Having Jurisdiction - AHJs) may have their own ordinances and specific code adoption timelines.

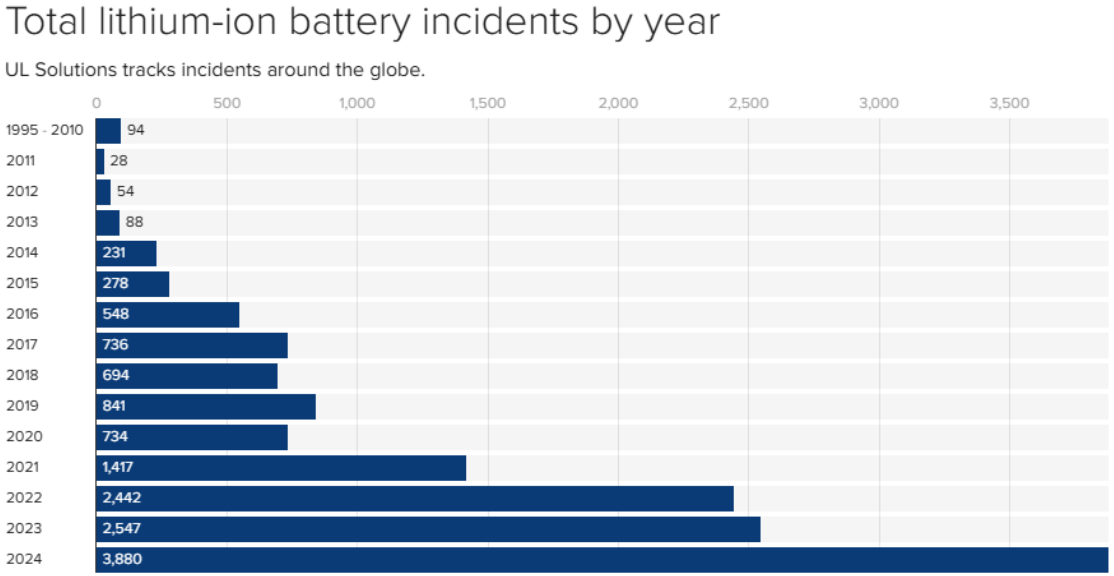
The 2026 NEC features "hundreds of changes" that fundamentally shift the layout of the code.

- **Article Reorganization**: Key articles have been moved, such as **Load Calculations** (moving from Article 220 to **Article 120**) and **Energy Management Systems** (moving from Article 750 to **Article 130**).
- **Medium Voltage Consolidation**: New articles (**265 through 270**) now house requirements for systems over 1000 volts AC and 1500 volts DC, replacing the deleted Article 235.
- **Limited-Energy Realignment**: Chapter 8 (Communications) is no longer a standalone chapter; its content is being integrated into a newly unified framework in **Chapter 7** (Articles 720–750).
- **New Technologies**: A new **Article 624** was added to address Electric Self-Propelled Vehicle Power Transfer Systems (ESVSEs), covering bidirectional charging and mobile power.
- **Expanded Safety Protections**: Significant updates were made to **Arc-Flash Hazard Marking** (Section 110.16) and **GFCI protection** for outdoor HVAC equipment.

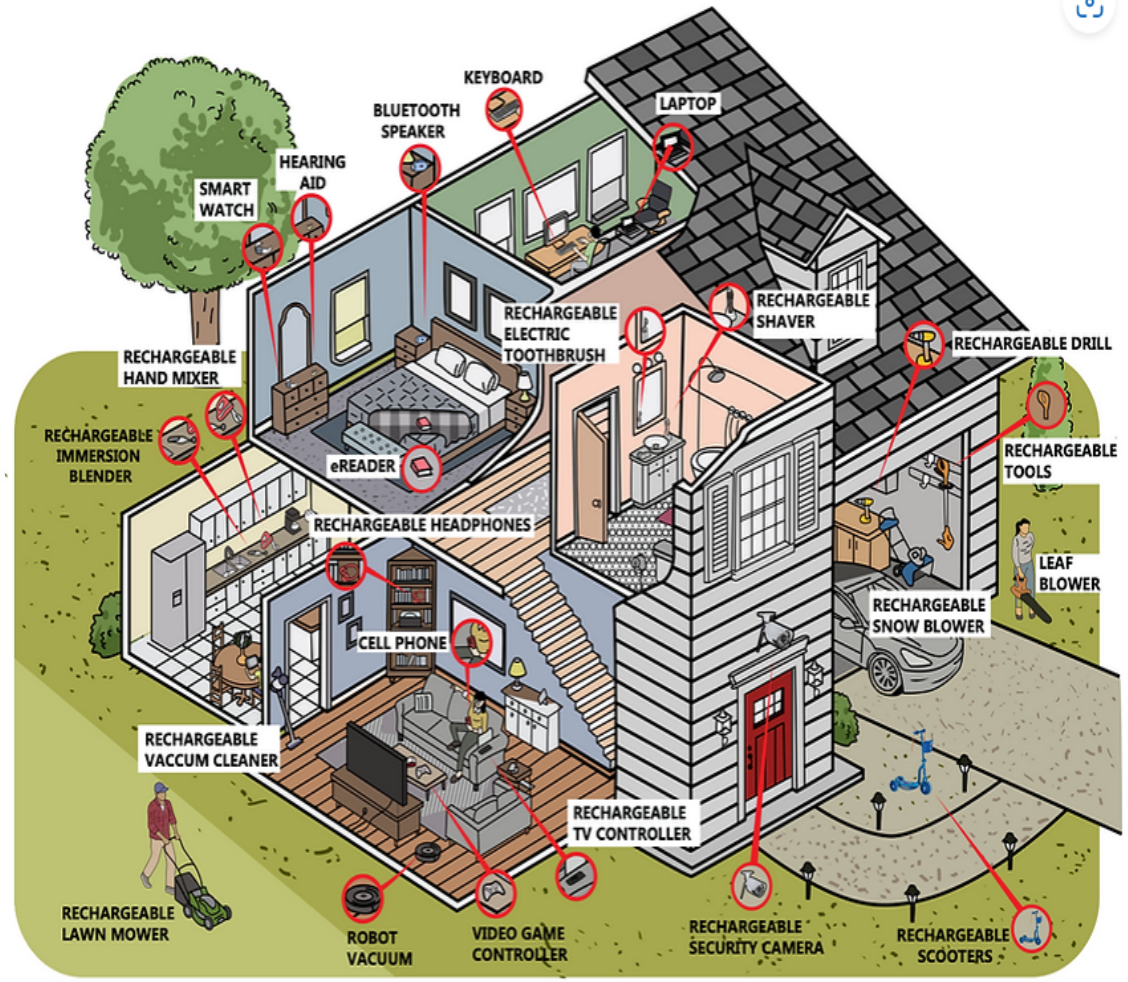
New Technology and More Complicated Systems

Energy Storage Systems (ESS) and Solar: As solar, battery, and alternative energy systems evolve, the 2026 code provides updated safety standards. Operating on older codes leaves installations vulnerable to outdated, less safe methods for disconnecting and servicing these systems.

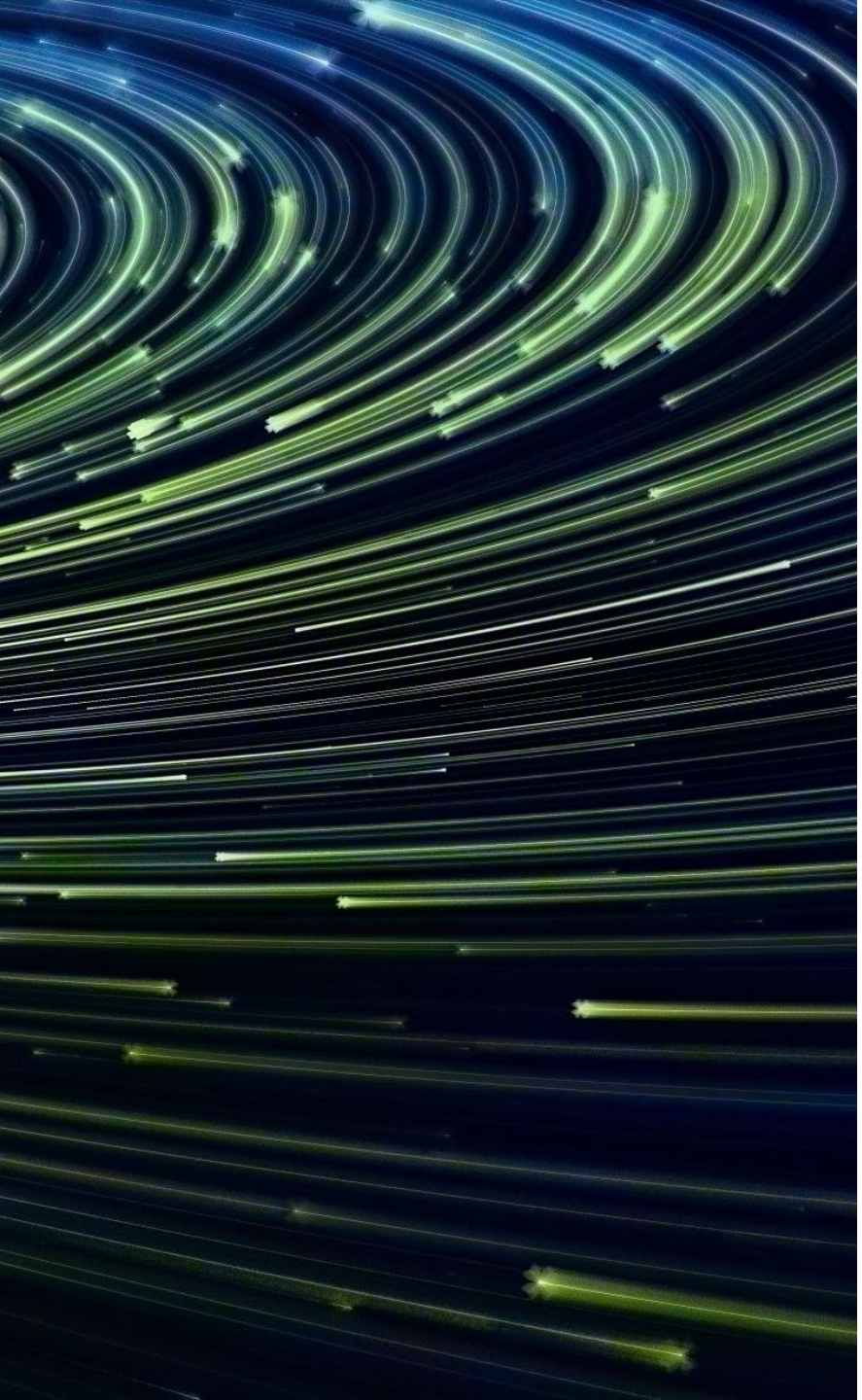




Common Household Items with Lithium-Ion Batteries:



- **Qualified Personnel (Article 625):** Permanent electric vehicle power transfer system equipment must be installed by qualified persons, increasing requirements for professional, licensed installation.
- **Load Calculations (Section 120.57):** For Electric Vehicle Supply Equipment (EVSE), the load calculation is the larger of the nameplate rating or 7200 VA (30A @ 240V). Article 625 allows for load calculation reductions based on Energy Management Systems (EMS).
- **New Article 624 - Electric Self-Propelled Vehicles (ESV):** Addresses charging for non-EV vehicles such as farm equipment, boats, aircraft, and golf carts, covering power transfer and potential bidirectional power export.
- **Emergency Disconnects (Section 625.43):** Expanded requirements for clearly identified emergency disconnects for permanently connected EVSE and Wireless Power Transfer Equipment (WPTE).
- **GFCI Protection (Section 625.54):** Receptacles used for EV charging require GFCI protection, regardless of location.
- **Stationary Batteries (Article 480):** Applies to all stationary battery installations with a capacity greater than 3.6 MJ (1 kWh)
- **Continuous Load Sizing**: EV chargers are classified as continuous loads, requiring branch circuits and overcurrent protection to be sized at **125% of the load**
- **Emergency Disconnects**: EVSE installations now require one or more clearly identified **emergency disconnects** located between **20 and 100 feet** from the equipment.



Safety and Clarity Changes

Reorganized Structure for High-Voltage & Low-Voltage:

High-Voltage: Systems over 1,000V AC or 1,500V DC now have a dedicated "playbook" (Articles 265–270), making it easier to find relevant rules for medium-voltage commercial and industrial jobs.

Limited-Energy: Chapter 7 has been completely remodeled with a new suite of articles (720–750) for technologies like **Power over Ethernet (PoE)** and security systems, reflecting the explosive growth of these low-voltage applications.

Emergency Responder Safety: Refined rules for outdoor service disconnects in one- and two-family dwellings ensure that first responders can quickly and safely cut power during emergencies without entering the building.

Commercial Electrical Changes

Mandatory Arc-Flash Labels: Section **110.16** now aggressively expands arc-flash hazard labeling to almost all non-residential electrical equipment, including switchboards, panelboards, and motor control centers. Equipment must have permanent, visible labels if it could be examined or maintained while energized.

Reorganized Load Calculations: Branch circuit and feeder load calculations—previously scattered—have been completely consolidated into the new **Article 120**. Architects and contractors must update their specifications to avoid permitting delays.

Stricter EV Charging Rules: All 30A, 50A, and 60A Electric Vehicle (EV) charging receptacles must now be specifically listed for EVSE use. The common workaround of using general-purpose 50A receptacles is no longer allowed, and commercial chargers require emergency shutoffs.

Consolidated Medium-Voltage Rules: Grounding and bonding for medium-voltage systems have been consolidated into **Articles 265–270**, potentially requiring larger grounding conductors.

Why Change?

- **Misaligned Inspection Standards:** If an inspector relies on the 2020 or 2023 NEC, they cannot properly enforce new, mandatory safety features, leading to situations where a project is legally compliant locally but technically unsafe by modern standards.
- **Failed Inspections/Callbacks:** Contractors working to the new standard may be unnecessarily delayed or forced to revise work because an inspector is using an outdated, more restrictive, or less specific code, creating "callbacks" and confusion.
- **Enforceability Challenges:** When inspectors use old codes, they struggle to enforce requirements for new technologies that did not exist in older cycles. (e.g., bidirectional EV charging or advanced, smart-enabled panel boards)

Conclusion

- Adopting the **2026 NFPA 70** (National Electrical Code) is a proactive move to align with modern technology, improve worker safety, and simplify complex electrical installations. As the "benchmark for safe electrical design", this edition introduces critical updates that will help the City of Georgetown stay in line with ever changing technology and electrical safety standards.

EXHIBIT A

CHAPTER 15.16. ELECTRICAL CODE

ARTICLE I. GENERAL

Sec. 15.16.005. Purpose and adoption of 2026 National Electrical Code.

The purpose of this Chapter to assist in safeguarding persons and property from hazards arising from the use of electricity. Except as otherwise specifically provided, all references to the term "Code" in this Chapter 15.16 shall be to the NFPA 70, 2026 National Electrical Code, published by the National Fire Protection Association, which is hereby adopted by reference as if set forth in whole except as otherwise specifically stated herein, and including the provisions of that Code pertaining to the registration with the City of Georgetown of the required State of Texas Electrical License for the protection of the public.

Sec. 15.16.010. Enforcement of code provisions.

Article 90 of the Code, Introduction, is specifically adopted by the City. The administration and enforcement of this Chapter shall primarily devolve upon the City Building Official or his/her representative. They shall have the right to inspect and enter upon all premises and surrounding property and the public as a whole when applying current state law allowing right of entry. The Police Department, City Electrical Department, and the Fire Department shall also be charged with the enforcement of this Chapter and shall, so far as possible, act to enforce this Chapter.

Sec. 15.16.020. Appeals Board.

The Building Standards Commission shall be the appeals board for matters relating to interpretation and enforcement of the Code and to licensing registration. The Building Standards Commission will also consider appeals of any decisions made by a City Inspector in accordance with the Building Standards Commission Bylaws. The Building Standards Commission shall perform its duties in accordance with all applicable laws, including without limitation those ordinances and bylaws pertaining to the Building Standards Commission adopted and/or approved by the City Council.

Sec. 15.15.030. Penalty for violation of Chapter.

Any person who shall violate any of the provisions of this Chapter or who shall fail to comply with the requirements of this Chapter shall be deemed guilty of a misdemeanor. Each and every day's continuance of any violation of the provisions of this Chapter shall constitute and be deemed a separate offense. In case of any such corporation, the officers and agents, and person or persons actually performing the work for such corporation shall be subject to the penalties herein provided. Any person violating any provision of this Chapter, or the Code as adopted is prohibited and subject to punishment as provided in Section 1.08.010 of the City of Georgetown Code of Ordinances.

Sec. 15.16.040. Licenses—Registrations, permits required.

No person shall enter upon the erecting, construction, alteration or change of any electrical installation, work, wiring or fitting or electrical machinery covered by this Chapter until such person shall have first secured all necessary State of Texas license registration and permits as required by this Chapter.

Sec. 15.16.050. Supervision of placement of wires, etc.

The City Electrical Department or a regular franchised utility company, is hereby authorized, empowered, and directed to have general supervision over the placing, stringing or attaching of telegraph, telephone, electric light or other wires and cables, and the placing of all poles and appliances, within their own system, so as to prevent fires, accident or injury to persons or property; to cause all such wires and electric lights to be so placed, constructed, and guarded as not to cause fire, accident, or endanger the life or property of any inhabitant of the city; and all such lights and wires or electrical apparatus now existing, as well as those hereafter constructed and placed, shall be subject to such supervision.

Sec. 15.16.060. When wire is to be disconnected.

A. In time of fire, severe weather conditions, or other emergency, where in the safety of lives or property may be endangered by the continued operation of electrical service wires or apparatus providing electrical current, such may be ordered disconnected by the City Electrical Department, the Mayor, the City Manager, Fire Chief, Emergency Operation Coordinator, the Building Official, the Inspection Services Staff or the Chief of Police. Any such order shall be binding on every person owning or controlling such wire or apparatus and such wires or apparatus as may be designated by any of the above authorized officials shall be promptly disconnected and left disconnected until authorization from the City Building Official or designee is given to the electrical utility company for reconnection.

B. The City Utility Department shall request the electrical service to be disconnected from any building and/or premises, except private residences and/or apartment buildings used as residences, each time such buildings or premises have a change of occupants and shall not be reconnected until authorized by the City Building Official or designee.

C. The City Utility Billing Department shall request the electrical service be disconnected for private residences and/or apartment buildings when the occupant or owner, or the City Building Official or designee requests such action. The utility company shall not again supply electricity to such residence and/or apartment building until authorized to do so by the City Building Official or designee.

D. The owners and/or the new occupants of such disconnected buildings and/or premises shall make application to the City Building Official or designee for the inspection. The fee for such inspection shall be set by the City Council. The electrical inspector shall make the inspection as soon as practicable, exclusive of Saturdays, Sundays, and holidays, after such application is made.

Sec. 15.16.070. Reserved.

ARTICLE II. STATE OF TEXAS LICENSE REGISTRATION

Sec. 15.16.080. Definition.

For the purpose of this Chapter:

"Commission" means the Building Standards Commission of the City of Georgetown.

Sec. 15.16.090. Reserved.

Sec. 15.16.100. Categories of electricians.

The City of Georgetown recognizes the same categories of electricians as the State of Texas as set forth in Chapter 1305 of the Texas Occupations Code.

Sec. 15.16.110. Supervision.

All work shall be done under the general supervision of a licensed Master Electrician.

Sec. 15.16.120. Qualifications—Requirements for registration of State licenses.

Any person meeting the requirements of the State of Texas for a particular category of license and possessing a valid license issued by the State of Texas shall be qualified to register that license in the City of Georgetown.

Sec. 15.16.130. Reserved.

Sec. 15.16.140. Examinations of electricians.

Examinations will be conducted by the State of Texas in accordance with the Texas Electrical Safety and License Act.

Sec. 15.16.150. Reserved.

Sec. 15.16.160. Registration.

All electricians will register with the City of Georgetown at the Building Office prior to commencing any work. Every application shall show a valid State of Texas Driver's License Number, and provide the full name, date of birth, weight, height, color of eyes, color of hair, gender, residence address, business address, and a photo ID of the applicant issued by a government agency. The applicant shall be required to have his/her license and registration in his/her possession at all times while on the job.

Sec. 15.16.200. Transfer.

It is unlawful for any person to transfer his/her electrician's State of Texas license or City of Georgetown registration to allow the use of this license directly or indirectly by another person for the purpose of obtaining a permit to do electrical work. It is unlawful for any person not holding a State of Texas license or City of Georgetown registration to use the same of another, for purpose of doing electrical work or securing a permit to do electrical work.

Sec. 15.16.210. Reserved.

Sec. 15.16.220. Revocation of registration.

A. An electrical registration of any class issued by the City under the provisions of this Chapter may be suspended or revoked upon the unanimous decision of the Commission.

B. Registrations may be suspended or revoked should the holder violate any provisions of the Code as adopted, State Law or City Ordinance or regulation relating to or governing electrical wiring, repairing or construction. In the event termination of a suspension or revocation of an electrical license registration should fall within the next registering year.

C. No registration shall be suspended or revoked unless the registrant shall have been given an opportunity to appear and be heard by the Commission. The registrant shall have at least ten days written notice specifying the reason(s) for suspension or revocation.

D. Certain Acts Prohibited. It shall be a violation of this Code for any person:

1. To display, permit to be displayed or to have in one's possession, any instrument purporting to be a registrant issued pursuant to this Code and the State of Texas license, knowing such instrument to be fictitious, canceled, suspended, revoked or altered.

2. To knowingly lend, transfer or permit the use of any registration for the purpose of performing or obtaining a permit for electrical work, to any person not entitled thereto under the provisions of this Code or the State of Texas.

3. To fail or refuse to surrender to the City Building Official or designee, on demand, an electrician's registration, which has been canceled, suspended, revoked or altered as provided by law.

4. To apply for, or have in one's possession, more than one current license of the same type provided for in this Code or the State of Texas.

5. To use a false or fictitious name or address in any registration application, renewal, or duplicate request, or knowingly make a false statement, conceal a material fact or otherwise commit fraud in making said application, renewal or duplicate request.

6. To employ as a Master, Journeyman, or Apprentice Electrician any person not then licensed as provided in this Code or the State of Texas.

7. To perform any electrical work requiring a State of Texas license or City of Georgetown registration, without said license/and or City registration or while said license is suspended or canceled.

8. To perform electrical work in any manner in violation of any restrictions imposed on a licensee.
9. To perform electrical work as a Journeyman or Apprentice Electrician on a job while not employed under the supervision of the Master Electrician of record of said job.
10. To fail to request a final inspection upon completion of all electrical wiring and installation requiring a permit.
11. To use a Contractors License to secure a permit while not a Master Electrician or having a Master employed by the person holding the Contractors License.
12. To perform electrical work as a licensed electrician or person for hire on any job permitted under a homeowners permit or to secure a homeowners permit and then allow someone else to perform the work.

Secs. 15.16.230, 15.16.240. Reserved.

Sec. 15.16.250. Suspension/penalties.

A. The registration of any person may be suspended upon determination by the Commission that said registrant has committed any of the following offenses:
   1. Taking out a permit in the name of person authorized to do the electrical work and thereafter permitting a person not authorized by this Code to perform the electrical work.
   2. Tampering with, diverting from or in any way interfering with the proper action or registration of any electric meter.
   3. Violating any provision of this Code, State law, City Ordinance or regulation relating to or governing electrical wiring, repairing, or construction while on probation imposed by the Commission.
   4. Violating a term of probation or suspension.

B. Suspension provided for in this Code shall in the first instance be for a period of up to six months. For subsequent offenses said suspension shall be for a period of up to one year.

C. The suspension of any registration may be extended for a like period as the original suspension upon a final determination by the Commission that a registrant has been performing electrical work while his/her registration is suspended. Said suspension extension may be in addition to any other penalty assessed, as provided in this Code.

Sec. 15.16.260. Surrender and return of registration.

Any registration which has been suspended pursuant to this Code shall be surrendered to and retained by the City Building Official or designee. At the end of the period of suspension, the surrendered registration shall be returned to the registrant and be valid under the provisions in this Chapter, provided:

A. No further violations of this Chapter or the Code are committed by suspension period; and

B. If the period of suspension extends beyond the normal expiration date of said registration, the registrant has paid all fees in accordance with this Chapter.

Sec. 15.16.270. Reserved.

ARTICLE III. PERMITS AND INSPECTIONS

Sec. 15.16.280. Inspection does not relieve owner responsibility.

This article shall not be construed to relieve from or lessen the responsibilities of any person who owns, operates, or installs electrical wires, appliances, apparatus construction, or equipment for the damage to property or persons, injured by any defect therein nor shall the City or any agent thereof be deemed to assume any such liability by reason of the inspection authorized herein or the certificate of inspection issued by the City Building Official or designee.

Sec. 15.16.290. Permits required.

A. No person shall commence the erection, construction, alteration or change of any electrical installation, machinery, apparatus, work or wiring in the City until a permit has been issued by the City Building Official or designee covering each installation to be made.

B. When any wiring or apparatus is installed in such a manner that the same could be used for electric light or power purposes, it shall be deemed that the wiring or apparatus is used for such purposes and permit shall be required and inspection made as provided for such purpose.

C. It shall be unlawful for the City Electric Department to do any wiring of any nature in or on any building, except power houses and substations of electric light, heat and power companies operating under a franchise granted by the City, for which a permit has not been issued, or to make any electrical connections to any building or electrical wiring or apparatus until a certificate of inspection or written statement authorizing connection has been issued by the City Building Official or designee. All persons operating under a regular franchise granted by the City shall, upon written notice by the City Building Official or designee, disconnect any circuit, main service wires, branch feeder wires, or distribution system, as designated by such notice, and shall not reconnect such installation except upon written permission from the City Building Official or designee.

D. No permit shall be required for the installation of wires to operate telephone, telegraph or district messenger services, or repair or replacement of the same electrical equipment wiring or apparatus.

Sec. 15.16.300. To whom permits shall be issued.

Permits required by the provisions of this article shall be issued only to those persons who have secured a State of Texas Electrical Contractor's and Electrical Sign Contractor's License and have registered with the City or his/her representative under the provisions of this Chapter or to a person whose home is owned and occupied by him/her.

Sec. 15.16.310. Permit fees.

A. Permit fees for Electrical work shall be set forth by the City Building Official or designee and adopted by the City Council.

B. In case any work, for which a permit is required by this Chapter, is started prior to obtaining said permit, the fee above specified shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Chapter in the execution of work nor from other penalties prescribed herein.

Sec. 15.16.320. Issuance—Electrical permit.

The City Building Official or designee shall issue an electrical permit showing the permit number, the building or house number, a description of the work to be conducted, and the name of the contractor.

Sec. 15.16.330. Construction power service, general.

Construction power services shall be authorized for a period of time necessary for completion, final inspection, and testing of the building or structure's electrical system. This service is not to exceed six months for dwelling unit or one year for commercial or institutional occupancies. An extension may be granted by the City Building Official or designee for up to three months on dwelling unit construction sites and six months on commercial or industrial sites. Construction power service can be ordered disconnected at any time by the City Building Official or designee when the installation is declared unsafe or construction work ceases for a period of one month. Reconnection of construction service thus ordered shall not be reconnected until approved by the City Building Official or designee and a renewal fee is paid to the City utility department.

A. Temporary Construction Power Poles. A temporary construction power pole shall be authorized to service not more than one construction site and only when the following requirements are met:

1. The responsible contractor applies for service at the City Utility Office; furnishes the assigned address for the site involved; certifies that a temporary metered construction power pole meeting city standards has been erected on the site within 60 feet of utility pole which is capable of providing the service; and the site has been marked with an address-sign clearly visible from the street.
2. The temporary power pole shall be long enough in length to be a minimum of 12 to 14 feet above grade after installation. Pole shall be set in the earth and shall be guyed to withstand lateral pressures of the service under normal weather and wind conditions and will provide a 12-foot clearance over driveways and an 18-foot clearance over public streets.
3. The temporary power pole shall be grounded as per City of Georgetown requirements and have a metered service of sufficient size to meet the construction needs. All receptacle outlets shall be protected by G.F.C.I's as required per Article 590.7 of the Code.

B. Permanent Construction Service. Permanent construction service may be authorized for a building or structure under construction provided that:

1. The permanent service equipment has been installed and the building is dried-in.
2. The service disconnect and service grounding system has been completed.

3. All construction feeders and branch circuits to be activated are installed and properly safe-guarded from electrical shock and overload.
4. A notice is posted on the main disconnect and all activated main and sub-panels indicating they are in-service and are not to be opened except by the responsible electrical contractor.
5. The system has been inspected and approved by the City Building Official or designee.
6. The fuses in the main disconnect switch or the breaker shall be in place when the City Building Official or designee performs the permanent power inspection of the electrical work.

Permanent construction service will be required on the building or structure prior to final inspection and certification by the City Building Official or designee.

Sec. 15.16.340. Inspections.

Inspections by the City Building Official or designee shall be requested by the person performing electrical work for which a permit has been issued. The electrical inspector shall make the inspection as soon as practicable exclusive of Saturdays, Sundays, and holidays. The electrical contractor, electrical sign contractor or the Master Electrician responsible may be required to be present at the construction site during the final inspection.

Sec. 15.16.350. Work not to be concealed.

Work will not be concealed until inspected and approval given of such work by the City Building Official or designee.

Sec. 15.16.360. Reserved.

Sec. 15.16.370. Approval tag.

After inspecting any electrical wiring, the City Building Official or designee shall leave notice in the form of a tag or label attached to the service entrance switch, which such notice shall clearly state whether the wiring is approved or is to be kept open for correction.

Sec. 15.16.380. Defective workmanship.

Any person engaged in the business of electrical construction or the installation of wiring or apparatus for electric light or power in the City who shall fail to correct any defect(s) in any work done by him after having been notified of such defect(s) by the City Building Official or designee and given a specified period of time within which to make such correction and fails or refuses within such time to correct such defect(s) in conformity with this Chapter or the lawful orders of the City Building Official or designee, shall not be issued any further permits until such defect(s) have been corrected. On any case in which any person shall continue to or persistently violate the provisions of this Chapter or the orders of the City Building Official or designee in relation to the same, the license of such person may be suspended or revoked upon recommendation by the Commission.

Sec. 15.16.390. Certificates of inspection.

On the satisfactory completion of the work covered by a permit in accordance with all ordinances and laws, the City Building Official or designee shall issue a certificate of inspection. The certificate of inspection shall certify that the work is in accordance with the rules governing the respective class to which it belongs.

Sec. 15.16.400. Effect of nonconforming existing work on issuance of certificate of inspection.

Where a permit is issued for an addition to existing work, wherein the new work is satisfactorily completed, but the existing work to which it is connected does not conform to the rules laid down by this Chapter, the City Building Official or designee shall issue a written statement to the effect that the new work complies with the rules, but that the existing work may not comply with the provisions of this Chapter. This statement shall constitute notice to the owner or other interested party that the entire installation may not comply with the provisions of this Chapter and may not prevent the issuance of a completion certificate for the new work.

Sec. 15.16.410. Refusal of certificate of inspection.

The City Building Official or designee is hereby given the authority to refuse to issue a certificate of inspection for any addition, or extension to any electrical wiring in or on any building wherein it is determined that the wiring is in an unsafe condition. The City Building Official or designee shall refuse to issue a Certificate of Inspection and no electric light and power company shall connect electrical current to the same if any violations of this Chapter exist.

Sec. 15.16.420. Routine inspection.

It shall be the duty of the City Building Official or designee to inspect all electrical wiring and apparatus in the city at any time in order to ascertain whether such electrical wiring or apparatus is in any respect dangerous to life or property; and, if any part of such electrical wiring or apparatus is found to be in a defective or dangerous condition, the City Building Official or designee shall have the authority to take whatever action is necessary for safety of life and property. City Building Official or designee shall notify the property owner or tenant within a reasonable time of any defect and/or action taken. If the owner of such defective wiring or equipment shall refuse or fail to comply with this requirement, he/she shall be held to be in direct violation of this Chapter.

Sec. 15.16.430. Repealed.

ARTICLE IV. TECHNICAL PROVISIONS

Sec. 15.16.440. 2026 National Electrical Code.

A. The governing edition of the 2026 National Electrical Code shall be that edition accepted by an adopting ordinance approved by the Commission and enacted by the City Council for the City of Georgetown.

B. In the installation, construction, erection, repair, and maintenance of all electrical wiring and apparatus, the rules and the requirements of the 2026 National Electric Code, as published by the National Fire Protection Association, together with such requirements and rules as are provided herein, shall be complied with and become a part of this Code.

C. In the event of any conflict between the provisions of this Chapter and the National Electrical Code, the more stringent of the two Codes, as interpreted by the City Building Official or designee, shall prevail.

Sec. 15.16.450. Services—Location.

All service entrance wires into a building shall be located at a point on the building specified by the Utility provider.

Sec. 15.156.460. Repealed.

Sec. 15.16.470. Service—Entrance.

A. All service entrance wires making overhead entrances into buildings shall follow section 230 and 310 of the 2026 NEC plus any specifications more restrictive by the Utility Provider.

B. The service entrance to the service switch cabinet "Main Disconnect Panel" shall be as short as possible, but in no case greater than three feet within the building without the special permission from the City Building Official or designee.

Sec. 15.16.480. Service—Mast.

A service mast is a service which penetrates a roof or supports a service drop. A mast shall be used anytime proper clearance cannot be achieved without penetrating the roof. A mast shall conform to section 230 of the 2026 NEC and any specifications that are more restrictive by the utility provider.

Sec. 15.16.490. Service lateral.

A. Underground secondary service conductors shall be run in two-inch schedule 40 PVC conduit or better.

B. Conduit trenches shall be left open until they are inspected and approved by the City Building Inspection Department or the City Electrical Department.

C. Conduit Sizing shall follow the Utility provider's requirements.

Sec. 15.16.500. Repealed.

Sec. 15.16.510. Meters—Types.

The Utility provider shall determine the type of metering and its location.

Sec. 15.16.520. Meters—Installation.

A. The meter shall be installed outside the building unless special permission is granted by the Utility provider and the City of Georgetown permitting and inspection department.

B. Under no circumstances shall any meter be moved or relocated unless authorization is given by the Utility provider and the City of Georgetown permitting and inspection department.

C. For one- and two-family dwelling and commercial applications—Meters shall be placed between four feet and six feet above the finished grade measured to center of meter can.

D. For three or more meters installed in anyone location, meters shall be installed not less than four feet from finished grade and no more than six feet from finish grade. Special installation shall be approved by the City Building Official and the Utility provider.

Sec. 15.16.530. Repealed.

Sec. 15.16.540. Repealed.

Sec. 15.16.550. Installation of outlets, switches, receptacle boxes, smoke detectors.

A. All lighting outlets, switches, and receptacle boxes shall be attached to the wood, steel, drywall or masonry framing of the building in accordance with the manufacturer's written instruction.

B. All switch and receptacle devices will be U.L.-listed. No “quick wire” devices are allowed. Wiring must be attached to the device with factory screws or factory screw and pressure plates. No push in pressure devices shall be allowed.

C. All Smoke/CO2 detectors shall be connected to a single dedicated circuit.

Sec. 15.16.560. Outlets—Residential.

A. Refrigerator shall be on a dedicated circuit.

B. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the two or more 20 ampere small appliance branch circuits shall consist of no more than six outlets on each circuit.

Sec. 15.16.570. Grounding.

The grounding and bonding methods shall comply with 2026 National Electrical Code as adopted and as specified by this section for each service installed, including but not limited to:

A. An underground metallic water pipe shall not be used as the only grounding electrode for a service;

B. The grounding and bonding systems for the new construction of Commercial and metal or steel structures shall meet the requirements of the 2026 National Electrical Code and those as specified herein;

C. Bonding and/or grounding conductors shall be installed so as to prevent contact between dissimilar metal(s);

D. Gas piping shall not be permitted for use as a Grounding Electrode. This includes the following systems materials—Metal underground gas piping systems and aluminum;

E. Corrugated Stainless Steel Tubing (CSST) shall be properly bonded and grounded in accordance with manufactures recommendations and specifications and in accordance with Section 250.104(B) of the 2026 National Electric Code;

F. For that of existing structures where the encasement of the primary electrode in concrete is not feasible for a service up-grade, change out, repair, or addition of Services, at least one grounding electrode of the type specified in Article's 250-50 of the 2026 National Electrical Code as adopted shall apply;

G. The interior metal water piping system shall be bonded to the service grounding system with a conductor as per the 2026 National Electrical Code as adopted; the point of attachment shall be accessible. This requirement shall apply to both new construction and up-grade, change out, repair, or addition of services of existing structures;

H. All metallic water piping systems with a softener system shall have a bonding jumper, #6 or larger, between incoming water supply piping and outgoing treated water piping; and shall be installed with an approved bonding clamp inside the wall with accessibility to the clamps;

Sec. 15.16.580. Safeguards.

A. If a Utility service disconnect is required before the meter on 480V systems by the Utility providing service, an "Emergency Disconnect" is still required after the electric meter socket for customer use. Location and installation must meet all requirements of the 2026 NEC.

B. Terminal blocks are to be used in the connection of conductors within gutters.

C. On gutters serving new multiple services the electrical contractor will furnish terminal blocks with the capacity to serve the maximum number of available services (tenants).

D. When adding a meter (tenant) to an existing gutter service, the electrical contractor will be responsible for setting all meter cans and related equipment and furnishing tails long enough to access the existing terminal blocks. The contracted Electrician will make connections after the service has passed inspection and meter is set. Under no circumstances is the electrical contractor to tie in the service before it is inspected.

E. All gutters shall be marked on the exterior with available voltage, amperage and phases.

Sec. 15.16.590. Installation of cabinets and panel requirements.

A. All main and branch circuit panels shall be attached to wall or panel mountings with screws, studs, or toggle bolts.

B. All panels installed for electrical disconnecting means shall be installed with spare spaces and raceways for future use:

1. For each panel in residential buildings, a minimum of one spare one-inch raceway shall be installed from the panel to an accessible location in the attic or crawlspace for recessed panels only. All disconnect panels installed in residential occupancies must be large enough to accommodate the present load requirements and have at least three spare circuits for future use.

2. For each panel installed in commercial buildings, the requirements for that of paragraph (1) of this section shall apply; except that all disconnect panels installed in commercial occupancies shall provide at least four spare circuits for future use.

Sec. 15.16.600. Engineers seal required.

In accordance with the Texas Engineering Practice Act, all drawings pertaining to non-dwelling construction projects of 5,000 square feet or more shall bear the seal of an engineer licensed in the State of Texas. For non-dwelling construction projects of lesser square footage, the Building Official may require all drawings bear a seal of an engineer licensed in the State of Texas.

Sec.15.16.610. Addressing Requirements.

All Meter Sockets must be labeled with correct 911 address including suite number before power is established.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 15.16 CODE OF ORDINANCES PROVIDING FOR THE ADOPTION THE NFPA 70, 2026 NATIONAL ELECTRIC CODE WITH LOCAL AMENDMENTS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the National Fire Protection Association (NFPA) publishes updates to the National Electric Code every three years in order effectively regulate the safety of emerging technology and provide uniform rules for local governments and those that work in the electrical industry;

WHEREAS, City staff reviews updates to the National Electric Code and makes recommendations to the City of Georgetown Building Standards Commission as to what local amendments, if any, should be adopted in conjunction with the updated code; and

WHEREAS, the City of Georgetown Building Standards Commission has (1) reviewed the effect of the 2026 National Electric Code and local amendments; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

WHEREAS, the City Council of Georgetown, Texas has determined that the adoption of the NFPA 70, 2026 National Electric Code, and local amendments, facilitates proper inspection activities by Georgetown, Texas relating to electrical standards within the corporate city limits of Georgetown, in extraterritorial jurisdiction of Georgetown, and for commercial buildings served by Georgetown utilities, relating to public safety, health, and general welfare; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 15.16, "Electrical Code," is hereby amended in its entirety as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Chapter 15.16. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Chapter 15.16 as amended by this Ordinance in its entirety.

Section 5. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective on October 1, 2026 and in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the ___ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the ___ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Adoption of the 2021 International Fire Code

SUGGESTED ACTION:
Second Reading of an Ordinance to adopt the 2021 International Fire Code with local amendments -- Daniel Bilbrey, Deputy Fire Marshal

ITEM SUMMARY:
The proposed ordinance updates the City's existing local amendments to the 2021 International Fire Code to address emerging fire and life-safety concerns and clarify existing requirements. Key changes include provisions for lithium-ion battery storage and powered micromobility devices, temporary structures and uses, emergency responder radio communications, fire apparatus access and fire lane markings, and other updates related to new technologies and current development practices. This was presented to Council at the City Council Workshop meeting held on August 11, 2026.

FINANCIAL IMPACT:

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
IFC_Amendments_Final_Presentation Aug2026.pdf
Ord_FireCodeLocal Amendments_First Reading_8.25.2026.pdf
Exhibit A_8.25.2026.pdf

Proposed Fire Code Changes

2026 | City Council

GEORGETOWN
TEXAS

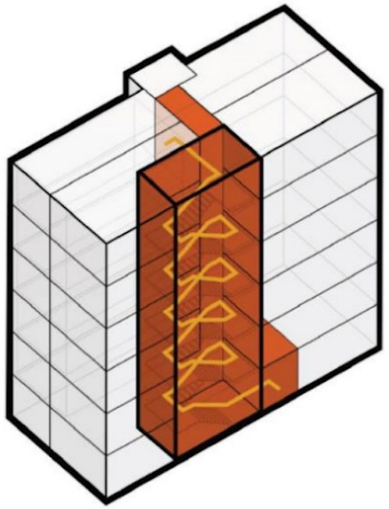
Clarification to Terminology

Definitions

- Frequency
- Frequency license holder
- Occupiable roof or Occupied Roof
- Emergency Responder Communications & Enhancement Systems

Single Exit Buildings

- Residential (R2)
- Max of six stories (<75’)
- Net floor area < 4000sqft
- Sprinklered building
- Elevator access required
- No electric in stairwell



Smart Stair Design

Temporary Structures

- Tents and membranes
- Other temporary occupancies, uses, and systems that may require a Fire Code permit
- Permit (max 365 days)
- Allow for temp utilities
- Aligns with IBC

Valet Trash

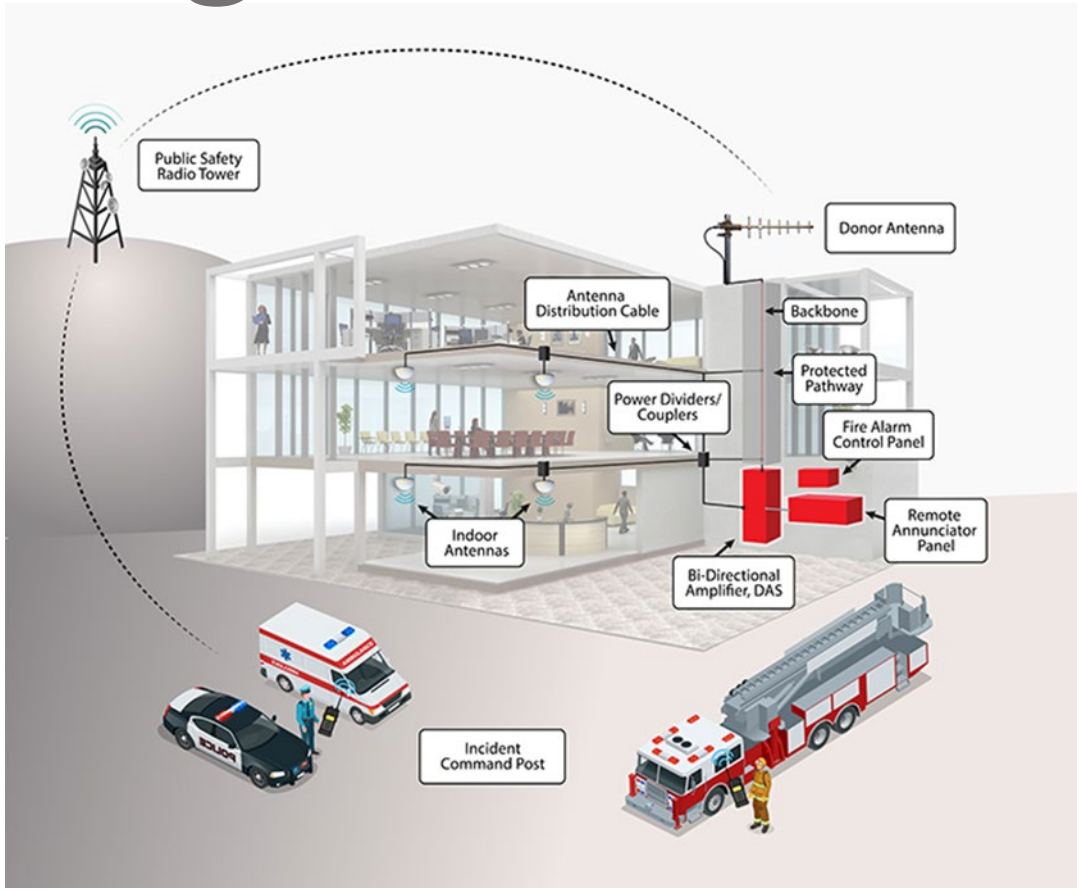
- Permit required
- Reduce risk in older bldgs.
- Protection of safe egress
- Rules established by AHJ

Reclaimed Water

- May be considered a desirable use by COG Water
- 971 Water Treatment Site
- Water testing required
- Limit damage/safety

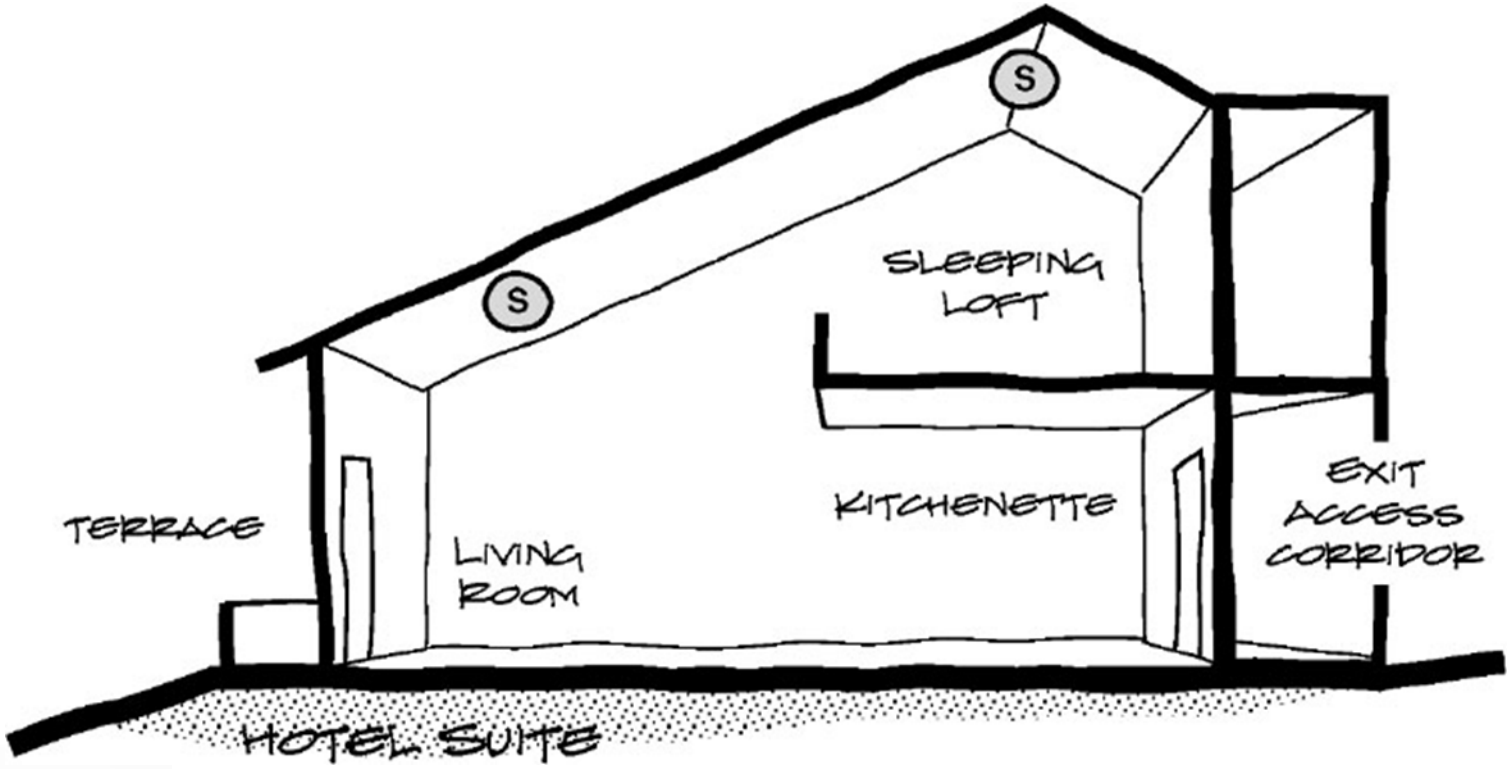
Emergency Responder Communication Coverage

- Clarification & guidance
- Requirement not changing
- Encourage building prep
- Assess post construction



Smoke Alarm

- Safety issue
- Becoming more common
- Proximity to sleeping area
- R-2, R-3, R-4, and I-1



Fire Protection - Post-Fire

- Group I, R-1, R-2, and R-4
- Post-fire repair/reconstruct
- Damage is >50%
- Consistent with the IEBC threshold for added protection
- Unoccupiable for >60days
- Sprinkler to be installed

Extinguisher Use by Pool

- NFPA 400 (2019 Ed)
- Interact w/ pool chemicals
- Avoid ammonium compounds
- Public and MF pool areas
- Possibly explosive (ABC)
- Respiratory irritant

Li-Ion Laboratories

- Proactive code placement
- Sprinkler requirement
- Primarily labs related to battery manufacturers

Storage of Li-Ion Batteries

- Permits w/ > 15cuft
- Limited indoor storage (15)
- Individual container < 7.5cuft
- Outdoor storage options
- Fire detection required
- Exception 2-hr rated walls
- Lesser requirements for less than 30% charge

Micro-mobility Charging

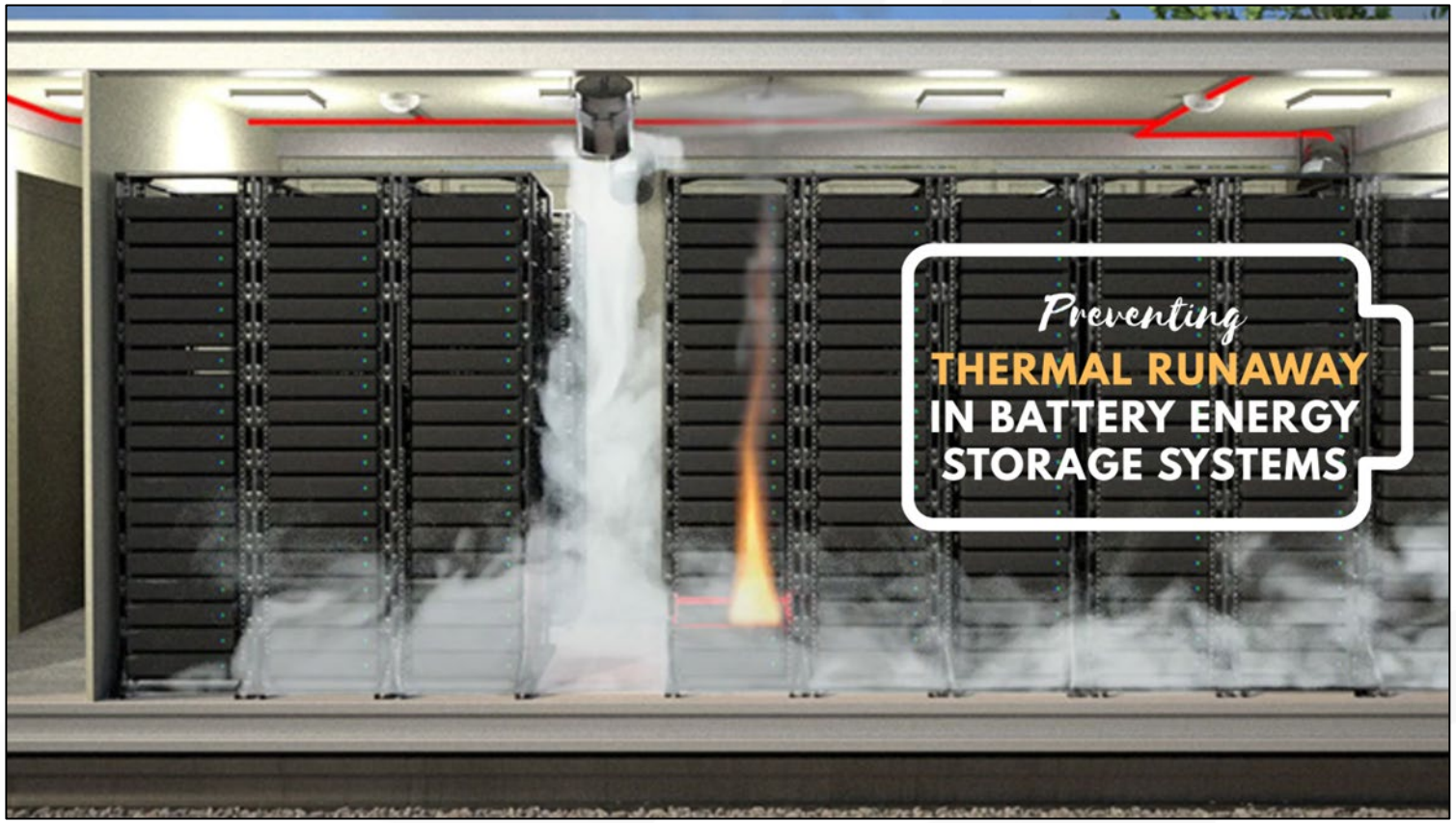
- OEM specs and process
- Listing and labeling per UL
- Specify charging areas
- Fire safety plan is required

Electric Vehicle Charging

- Disconnection requirement
- Emergency shutoff
- Sprinkler required (>500sqft)
- Similar purpose to gasoline/diesel emergency shutoff
- Exception for SFR garage

Pre-existing Energy Storage System

- ESS using Li-ion
- Older batteries/ESS not tested or listed to UL 9540A
- Technical report required
- Early detection for thermal
- Corrective action plan
- Exception for SFR



Fire Lanes in neighborhoods

Adjust Length of No parking 250 to 275 this helps with lot line placement

Move to a standard of painted curbs in neighborhoods.

Discussion

Thanks for your continued support & feedback

GEORGETOWN TEXAS 1539

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 8.04 "FIRE PREVENTION CODE" OF THE CODE OF ORDINANCES ADDING AND AMENDING LOCAL AMENDMENTS TO THE 2021 FIRE CODE; PROVIDING FOR A PENALTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown previously adopted the 2021 International Fire Code with corresponding amendments for the benefit of public safety, health, and general welfare of the City of Georgetown; and

WHEREAS, the City Council of the City of Georgetown finds it necessary to amend and add local amendments to the 2021 Fire Code to ensure the public safety, health, and general welfare and facilitate proper safety inspections within the City of Georgetown; and

WHEREAS, the Building Standards Commission, which has been appointed by the City Council, has (1) reviewed the effect of the proposed additional local amendments; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim

Section 3. Chapter 8.04 "Fire Code" of the Code of Ordinances is hereby amended as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Chapter 8.04 and shall not be required to meet the requirements of the Local Amendments to the 2021 International Fire Code adopted pursuant to this Ordinance. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Chapter 8.04 as amended by this Ordinance in its entirety.

Section 5. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 6. All ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall be effective October 1, 2026.

PASSED AND APPROVED on First Reading on the ___ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the ___ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

CHAPTER 8.04. FIRE PREVENTION CODE[1]

Sec. 8.04.010. Fire code adopted.

A. The provisions of the "International Fire Code," 2021 Edition, including Appendices B, C, D, F, H, I, K, and L, with the specific local amendments set forth in this Chapter, are hereby adopted.

B. A copy of the Fire Code shall be placed at the Georgetown Public Library and on file at the office of the Fire Code Official.

Sec. 8.04.020. Section 101.1, Title, amended.

The Fire Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Prevention Code of the City of Georgetown, Texas hereinafter referred to as "this Code."

Sec. 8.04.030. Subsection 101.2.1, Appendices, amended.

The Fire Code, Section 101.2.1, Appendices, is hereby amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Therefore, the following appendices are adopted as part of this code:

APPENDIX-B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

APPENDIX-C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

APPENDIX-D FIRE APPARATUS ACCESS ROADS

APPENDIX-F HAZARD RANKING

APPENDIX-H HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) INSTRUCTIONS

APPENDIX-I FIRE PROTECTION SYSTEMS—NONCOMPLIANT CONDITIONS

APPENDIX-K CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES

APPENDIX- L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEM

Sec. 8.04.040. Section 103, Code Compliance Agency, Amended.

The Fire Code, Section 103, Code Compliance Agency, is hereby amended to read as follows:

103.1 The Georgetown Fire Department Fire Marshal's Office. The Georgetown Fire Department Fire Marshal's Office created by Georgetown City Code Section 2.28.40, is designated as the fire code compliance agency, and the official in charge thereof shall be known as the fire marshal or fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this Code.

103.2 Appointment. The fire marshal or fire code official shall be appointed by the fire chief of the Georgetown Fire Department.

103.3 Deputies. In accordance with the prescribed procedures of the City of Georgetown and the Georgetown Fire Department and with the concurrence of the fire chief, the fire code official shall have the authority to appoint a deputy fire marshals or deputy fire code officials, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the fire marshal/fire code official.

Sec. 8.04.050. Section 105.5.34, Open Burning, amended.

The Fire Code, Section 105.6.34, Open Burning, is hereby amended to read as follows:

105.5.34 Open burning. An operational permit is required as prescribed in Section 307 for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Operational permits for recreational fires will be issued on an annual basis. Permits shall only be presented by, and permits issued to, the owner of the land upon which the fire is to be kindled.

105.5.34.1 Commercial burn permits. Commercial burn permits will be issued to the name of the company that will be responsible.

Sec. 8.04.060. Section 107.2, Schedule of Permit Fees, amended.

The Fire Code Section 107.3, Schedule of Permit Fees, is hereby amended to read as follows:

107.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Section 2.28.150, 2.28.160, 2.28.170, and 2.28.180 of the Code of the City of Georgetown.

Sec. 8.04.070. Section 107.3, Permit Valuations, amended.

The Fire Code Section 107.3, Permit Valuations, is hereby deleted as follows:

107.3 Reserved.

Sec. 8.04.075. Section 110, Service Utilities, amended

The Fire Code, Section 110, Service Utilities, is hereby amended to read as follows:

Authority to disconnect service utilities.
The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, where possible, the owner or the owner's authorized agent and the occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, then the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter.

110.2 Temporary connection.
For temporary buildings, structures, occupancies or uses not governed by the Building Code, the *fire code official* shall have the authority to authorize the temporary connection of the building or system to the utility, the source of energy, fuel, or power, or the water system for the purpose of testing systems or for use under a temporary approval.

Sec. 8.04.080. Section 111.1, Board of Appeals established, amended.

The Fire Code, Section 111.1, Board of Appeals established, is hereby amended to read as follows:

111.1 Board of appeals. The City's Building Standards Commission, codified at Chapter 2.64 of the Georgetown Code of Ordinances, shall hear and decide appeals of orders, decisions, and determinations made by the fire code official or designee relative to the application and interpretation of this Code. Any reference made in this Code to "Means of Appeals" or "Board of Appeals", shall have the same meaning as the "Building Standards Commission."

Sec. 8.04.090. Section 111.3, Qualifications, amended.

The Fire Code, Section 111.3, Qualifications, is hereby amended to read as follows:

111.3 Qualifications. The board of appeals shall consist of members who are appointed in accordance with the City of Georgetown City Code Section 2.64.010 or the most current City ordinance that pertains to this matter.

Sec. 8.04.100. Section 111.5, Administrative Appeal, added.

The Fire Code, Section 111.5, Administrative Appeal, is hereby added to read as follows:

111.4 Administrative appeal. Whenever a violation of this Code has been found and the applicant wishes to appeal the decision based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed, an appeal may be filed to the fire chief or a designee, as follows:

1. An appeal shall be filed in writing to the Georgetown Fire Department, Fire and Life Safety Division.
2. The fire chief, or designee, will hear the appeal within 10 working days of the receipt of the appeal.
3. Adequate information shall be provided by the applicant on the petition of appeal to fully describe the condition(s) in question.
4. The fire chief, or designee, may consult fire department staff as appropriate to identify applicable code provisions and the staff position on the appeal under consideration.
5. The applicant may, but is not required to, meet with the fire chief, or designee, to discuss the specifics of the appeal.
6. If the appeal is denied, the applicant shall comply with the requirement(s) of this Code and the administrative appeal decision or file an appeal to the Board of Appeals as provided in section 111.1 of this code.

Sec. 8.04.110. Section 112.4, Violation Penalties, amended.

The Fire Code, Section 112.4, Violation Penalties, is hereby amended to read as follows:

112.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs mechanical work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this Code is subject to punishment as provided in Section 1.08.010 of the Georgetown Code of Ordinances.

Sec. 8.04.120. Section 113.1, Authority, amended.

The Fire Code, Section 113.1, Authority, is hereby amended to read as follows:

113.1 Authority. Where the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code, without any permit or other approval required by this Code, or in a dangerous or unsafe manner, the fire code official, or the fire code official's designee, is authorized to order the work or construction stopped by notice in writing in accordance with Section 113.2 and served on any person(s) engaged in performing or causing such work to be performed.

Sec. 8.04.130. Section 113.2, Issuance, amended.

The Fire Code, Section 113.2, Issuance, is hereby amended to read as follows:

113.2 Issuance. The fire code official, or the fire code official's designee, may order the work or construction stopped by notice in writing and served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this section, a written notice to stop work shall be issued and shall be posted on the property in a manner reasonably visible to any person that performs any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the fire code official or the fire code official's designee. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

Sec. 8.04.140. Section 113.4, Failure to Comply, amended.

The Fire Code, Section 113.4, Failure to Comply, is hereby amended to read as follows:

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be unlawful and punishable in accordance with City Code Section 1.08.010.

Sec. 8.04.145. Section 115, Temporary structures, uses, equipment, and systems. added.

The Fire Code, Section 115, Temporary structures, uses, equipment, and systems, is hereby added to read as follows:

Section 115 Temporary structures, uses, equipment, and systems

115.1 General. The fire code official is authorized to issue a permit for temporary structures, uses, equipment, or systems as required in Sections 105.5 and 105.6. Such permits shall be limited as to time of service but shall not be permitted for more than 365 days. The fire code official is authorized to grant extensions for demonstrated cause.

115.2 Conformance. Temporary uses, equipment, and systems shall conform to the requirements of this code as necessary to ensure health, safety, and general welfare.

115.3 Temporary service utilities. The fire code official is authorized to give permission to temporarily supply service utilities in accordance with Section 112 of the International Building Code.

115.4 Termination of approval. The fire code official is authorized to terminate such permit for temporary uses, equipment or systems and to order the same to be discontinued.

Sec. 8.04.150. Section 202, Definitions, added and amended.

The Fire Code, Section 202, Definitions, is hereby amended to include the following amended or added defined terms:

"Air curtain incinerator (ACI)" means an incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which combustion occurs. Incinerators of this type may be constructed

above or below ground and with or without refractory walls or floor. An air trench or burn box operation that promotes efficient burning, producing less smoke and less fire embers.

"Animal housing or care facility" means facilities used for temporary or permanent housing of animals for the purpose of providing a service, participating in a sport, or for providing general board and care. Animal housing or care facilities do not include animal or pet care by pet owners caring for their own animals at their owned or rented residential property, horse stables, facilities used for equestrian purposes, and these facilities do not include Group U agricultural uses for the care and feeding of the agricultural business owner's own livestock.

"Automated external defibrillator (AED)" means a heart monitor and defibrillator that meets the requirements of Chapter 779, Section 779.001 of the Texas Health and Safety Code and any applicable federal laws, as amended.

"Bed and Breakfast" means a private residential structure(s) used for the rental of overnight accommodations and whose owner serves breakfast at no extra cost to its lodgers.

"Commercial burn" means a fire that is generally accomplished by general contractors in a commercial construction application using an air curtain incinerator.

"Cooking fire" means an outdoor fire where fuel (wood, charcoal, natural gas or liquefied petroleum gas) is used in preparation of food prior to consumption. Fuel being burned is contained in a barbeque grill, barbeque pit, fire ring or a similar container. The process of burning wood to create coal will be considered as part of the cooking process.

"Constant supervision" means for Group B animal housing or care facilities, constant supervision means 24-hour on-site staff that is capable of responding to problems or emergencies that could impact the safety or lives of the animals being housed or cared for.

"Controlled burn" means an open fire used for the burning of unwanted vegetation, fallen limbs, and leaves from the same property.

"Driveway" means a vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or no more than five dwelling units.

"Emergency responder communications enhancement system" or "ERCES" means an infrastructure solution installed within a building to enhance the communications capabilities for first responders that utilizes solutions such as a signal booster, voting receiver, base station or other technology capable of enhancing the radio frequency (RF) to ensure effective public safety communications.

"Frequency" means the particular waveband at which a communications system broadcasts or transmits.

"Frequency license holder(s)" means the person(s) or entity(ies) issued the license from the frequency licensing authority of the United States or other country of jurisdiction for the frequencies being used by both the in-building emergency responder communications enhancement system and the emergency services communications system that it enhances.

"Frequency licensing authority" means the government authority in a country or territory that issues frequency licenses for the use of communications frequencies by authorized entities and individuals.

"NFPA" means the National Fire Protection Association.

"Occupiable roof or Occupied roof" means an exterior space on a roof that is designed for human occupancy, other than maintenance or repair, and which is equipped with a means of egress system meeting the requirements of this code.

"Portable outdoor fireplace" means a solid and/or liquid fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design

or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. Commercially available examples include chimineas, outdoor fireplaces, and outdoor fire pits.

"Prescribed burn" means a fire used for the purpose of reducing the impact of a wildlife fire, for crop management, for general land clearing, and/or for the prevention of and control of diseased pests/animals.

"Recreational fires" means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill, or barbeque pit and has a fuel area 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking warmth, or similar purpose. Examples of this are traditional campfire rings or fire pits with fuel dimensions stated above.

"Residential Group R-1" means Residential Group R-1 occupancies containing sleeping units where the occupants are primarily transient, including:

Bed and breakfasts with more than 10 guests;

Boarding houses (transient) with more than 10 occupants;

Congregate living facilities (transient) with more than 10 occupants;

Hotels (transient); and

Motels (transient).

“Residential Group R-3" means Residential Group R-3 occupancies where the occupants are primarily permanent in nature or not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Care facilities that provide accommodations for five or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Boarding houses (nontransient)

Convents

Dormitories

Fraternities and sororities

Monasteries

Congregate living facilities (transient) with 10 or fewer occupants

Boarding houses (transient) with 10 or fewer occupants

Lodging houses (transient) with five or fewer guestrooms and 10 or fewer occupants

Bed and breakfasts (transient) with sleeping units for 10 or fewer guests

"Business Group B" means Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers

Ambulatory care facilities

Animal housing or care facilities, including shelters, breeding, grooming, daycare, hospitals, kennels, and pounds.

Banks

Barber and beauty shops

Car wash

Civic administration

Clinic-outpatient

Dry cleaning and laundries: pick-up and delivery stations and self-service

Educational occupancies for students above the 12th grade, including higher education laboratories

Electronic data processing

Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m2) in area.

Laboratories: testing and research

Motor vehicle showrooms

Post offices

Print shops

Professional services (architects, attorneys, dentists, physicians, engineers, etc.)

Radio and television stations

Telephone exchanges

Training and skill development not in a school or academic program (This shall include, but not be limited to, tutoring centers, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

Sec. 8.04.155. Subsection 304.1.1.1 Valet trash, added.

The Fire Code, Section 304.1.1.1, Valet trash is hereby added to read as follows:

304.1.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction.

Sec. 8.04.160. Subsection 307.2 Permit required, amended.

The Fire Code, Section 307.2 Permit required, is hereby amended to read as follows:

307.2 Permit required. An operational permit is required in accordance with Section 105.5 prior to kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. With the exception of commercial burn permits, applications for permits shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled. The permit shall be kept on site and readily available for view upon request at all times when burning. A permit shall be obtained from the City of Georgetown fire marshal's office at www.fire.georgetown.org prior to kindling a fire for the following:

1. **Controlled burn.** A controlled burn requires an operational burn permit. Residential controlled burn permits shall be valid for the period indicated on the approved permit and shall not be valid for longer than 365 days from issuance.
2. **Bonfire.** A bonfire requires a bonfire permit. A bonfire shall comply with the requirements of Section 307.4.1. A bonfire permit is only valid on a per event basis.
3. **Prescribed burn.** A prescribed burn is allowed within the City of Georgetown's fire district with issuance of a prescribed burn permit. A prescribed burn permit is valid for 30 days from issuance.

4. **Commercial burn permit.** Commercial burn permits will be issued to the name of the company that will be responsible. A commercial burn permit requires a site approval by the City of Georgetown fire marshal's office and is valid for 30 days from issuance.

Sec. 8.04.170. Subsection 307.2.1 Authorization, amended.

The Fire Code, Section 307.2.1 Authorization, is hereby amended to read as follows:

307.2.1 Authorization. Where required by state or local laws or regulations, open burning shall only be permitted with prior approval from the City of Georgetown and the Texas Commission on Environmental Quality (TCEQ), provided that all conditions specified in the authorization are followed. Persons or entities issued an operational permit may have the permit revoked if not adhering to the guidelines. A City may revoke the permit and refuse to issue another permit to the same person or entity for up to twenty-four (24) months.

Sec. 8.04.180. Subsection 307.2.2 Limiting conditions for conducting open burning, added.

The Fire Code, Section 307.2.2 Limiting conditions for conducting open burning, is hereby added to read as follows:

307.2.2 Limiting conditions for conducting open burning. Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure. Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (MPH) or greater than 23 MPH during the burn period. With the exception of bonfires, cooking fires, recreational fires, and portable fireplace fires, permitted fires shall not be ignited prior to sunrise and shall be extinguished prior to sunset. All TCEQ rules will apply for prescribed burning.

Sec. 8.04.190. Subsection 307.2.3 Open burning not requiring a permit, added.

The Fire Code, Section 307.2.3 Open burning not requiring a permit, is hereby added to read as follows:

307.2.3 Open burning not requiring a permit. The following types of outdoor fires that comply with Section 307.4 as applicable do not require burn permits:

1. **Cooking fires.** Cooking fires are allowed in the Georgetown City limits and Georgetown's Fire Response District without an operational permit from the City. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies of any multi-family structure (apartment complex) not equipped with a fire suppression sprinkler system. Charcoal burners and other open-flame cooking devices shall not be operated within 10 feet of combustible construction; this includes balconies and patios for any multi-family dwelling.
2. **Residential portable outdoor fireplace.** Residential portable outdoor fireplaces are allowed within the Georgetown City limits and Georgetown's Fire Response District at single-family, two-family, and townhouse residences.
3. **Recreational fires.** Recreational fires are allowed within the Georgetown City limits and Georgetown's Fire Response District.

Sec. 8.04.200. Subsection 307.3 Extinguishment authority, amended.

The Fire Code, Section 307.3 Extinguishment authority, is hereby amended to read as follows:

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the

extinguishment of the open burning operation. Open burning that adversely affects public health shall be extinguished.

Sec. 8.04.210. Subsection 307.4 Location, amended.

The Fire Code, Section 307.4 Location, is hereby amended to read as follows:

307.4 Location. Except as otherwise provided in Section 307 and its Subsections, the open burning location shall be not less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Sec. 8.04.220. Subsection 307.4.1 Bonfires, amended.

The Fire Code, Section 307.4.1 Bonfires, is hereby amended to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 50 feet (15,240 mm) of a structure shall be eliminated prior to ignition. The fuel load of a bonfire shall not exceed 10' x 10' in area.

Sec. 8.04.230. Subsection 307.5 Attendance, amended.

The Fire Code, Section 307.5 Attendance, is hereby amended to read as follows:

307.5 Attendance. Open burning, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose, dozer, or water truck, shall be available for immediate utilization.

Sec. 8.04.231. Section 322 Lithium-ion and lithium metal battery storage, added.

The Fire Code, Section 322, Lithium-ion and lithium metal battery storage, is hereby added to read as follows:

Section 322 Lithium-ion and lithium metal battery storage.

322.1 General. The storage of lithium-ion and lithium metal batteries shall comply with Section 322.

Exceptions:

1. New or refurbished batteries installed in the equipment, devices or vehicles they are designed to power.
2. New or refurbished batteries packed for use with the equipment, devices or vehicles they are designed to power.
3. Batteries in original retail packaging that are rated at not more than 300 watt-hours for lithium-ion batteries or contain not more than 25 grams of lithium metal for lithium metal batteries.
4. Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks.
5. Temporary storage of batteries during the vehicle manufacturing or repair process.

322.2 Permits. Permits shall be required for an accumulation of more than 15 cubic feet (0.42 m3) of lithium-ion and lithium metal batteries, other than batteries listed in the exceptions to Section 321.1, as set forth in Section 105.5.28.

322.3 Fire safety plan. A fire safety plan shall be provided in accordance with Section 404. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

322.4 Storage requirements. Lithium-ion and lithium metal batteries shall be stored in accordance with Section 322.4.1 , 322.4.2 or 322.4.3, as applicable.

322.4.1 Limited indoor storage in containers. Not more than 15 cubic feet (0.42 m3) of lithium-ion or lithium metal batteries shall be permitted to be stored in containers in accordance with all of the following:

1. Containers shall be open top and constructed of noncombustible materials or shall be approved for battery collection.

2. Individual containers and groups of containers shall not exceed a capacity of 7.5 cubic feet (0.21 m3).

3. A second container or group of containers shall be separated by not less than 3 feet (914 mm) of open space or 10 feet (3048 mm) of space that contains combustible materials.

4. Containers shall be located not less than 5 feet (1524 mm) from exits or exit access doors.

322.4.2 Indoor storage areas. Indoor storage areas for lithium-ion and lithium metal batteries, other than those complying with Section 322.4.1, shall comply with Sections 322.4.2.1 through 322.4.2.6 .

322.4.2.1 Technical opinion and report. A technical opinion and report complying with Section 104.2.2 shall be prepared to evaluate the fire and explosion risks associated with the indoor storage area and to make recommendations for fire and explosion protection. The report shall be submitted to the fire code official and shall require the fire code official's approval prior to issuance of a permit. In addition to the requirements of Section 104.2.2, the technical opinion and report shall specifically evaluate the following:

1. The potential for deflagration of flammable gases released during a thermal runaway event.

2. The basis of design for an automatic sprinkler system or other approved fire suppression system. Such design basis shall reference relevant full-scale fire testing or another approved method of demonstrating sufficiency of the recommended design.

322.4.2.2 Construction requirements. Where indoor storage areas for lithium-ion and lithium metal batteries are located in a building with other uses, battery storage areas shall be separated from the remainder of the building by 2-hour rated fire barriers or horizontal assemblies. Fire barriers shall be constructed in accordance with Section 707 of the International Building Code, and horizontal assemblies shall be constructed in accordance with Section 711 of the International Building Code.

Exceptions:

1. Where battery storage is contained in one or more approved prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure, fire barriers and horizontal assemblies are not required.

2. Where battery storage is limited to new batteries in packaging that has been demonstrated to and approved by the fire code official as sufficient to isolate a fire in packaging to the package interior, fire barriers and horizontal assemblies are not required.

322.4.2.3 Fire protection systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be protected by an automatic sprinkler system complying with Section 903.3.1.1 or an approved alternative fire suppression system. The system design shall be based on recommendations in the approved technical opinion and report required by Section 322.4.2.1.

322.4.2.4 Fire alarm systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use air-aspirating smoke detection, radiant energy-sensing fire detection or both.

322.4.2.5 Explosion control. Where the approved technical opinion and report required by Section 322.4.2.1 recommends explosion control, explosion control complying with Section 911 shall be provided.

322.4.2.6 Reduced requirements for storage of partially charged batteries. Indoor storage areas for lithium-ion and lithium metal batteries with a demonstrated state of charge not exceeding 30 percent shall not be required to comply with Sections 322.4.2.1, 322.4.2.2 and 322.4.2.5, provided that procedures for limiting and verifying that the state of charge will not exceed 30 percent have been approved.

322.4.3 Outdoor storage. Outdoor storage of lithium-ion or lithium metal batteries shall comply with Sections 322.4.3.1 through 322.4.3.3.

322.4.3.1 Distance from storage to exposures. Outdoor storage of lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall comply with one of the following:

1. Battery storage shall be located not less than 20 feet (6096 mm) from any building, lot line, public street, public alley, public way or means of egress.

2. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where the battery storage is separated by a 2-hour fire-resistance-rated assembly without openings or penetrations and extending 5 feet (1524 mm) above and to the sides of the battery storage area.

3. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where batteries are contained in approved, prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure.

322.4.3.2 Storage area size limits and separation. Outdoor storage areas for lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall not exceed 900 square feet (83.6 m2). The height of battery storage in such areas shall not exceed 10 feet (3048 mm). Multiple battery storage areas shall be separated from each other by not less than 10 feet (3048 mm) of open space.

322.4.3.3 Fire detection. Outdoor storage areas for lithium-ion or lithium metal batteries, regardless of whether such areas are open, under weather protection or in a prefabricated portable structure, shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use radiant energy-sensing fire detection.

Sec. 8.04.232. Section 323, Powered micromobility devices. added.

The Fire Code, Section 323, Powered micromobility devices, is hereby added to read as follows:

Section 323 Powered micromobility devices

323.1 General. Lithium-ion and lithium metal battery powered micromobility devices shall be operated and maintained in accordance with this section.

Exceptions:

1. Storage, repair and charging in residential occupancies of powered mobility devices, provided that such devices are for personal use by its owner.
2. Charging of a single powered mobility device in any occupancy by its owner.

323.1.1 Prohibited locations. The use of a residential occupancy as a business for the charging of commercially owned powered micromobility devices as part of a rental or sales service shall not be permitted.

323.2 Battery chargers and equipment. Powered micromobility devices shall be charged in accordance with their listing and the manufacturer's instructions using only the original equipment manufacturer-supplied charging equipment or charging equipment in accordance with the listing and manufacturer's instructions.

323.3 Listing. Powered micromobility devices shall be listed and labeled in accordance with UL 2272 or UL 2849, as applicable.

323.4 Battery charging areas. Where approved, powered micromobility devices shall permitted to be charged in a room or area that complies with all of the following:

1. Only listed devices utilizing listed charging equipment shall be permitted to be charged.

2. Is provided with sufficient electrical receptacles to allow the charging equipment for each device to be directly connected to a receptacle. Extension cords and relocatable power taps shall not be used.

3. Storage of combustible materials, combustible waste or hazardous materials shall not be permitted.

4. The charging operation shall not be conducted in or obstruct any required means of egress.

5. Removable storage batteries shall not be stacked or charged in an enclosed cabinet unless the cabinet is specially designed and approved for such purpose.

6. A minimum distance of 18 inches (457.2 mm) shall be maintained between each removable storage battery during charging operations unless each battery is isolated from neighboring batteries by an approved fire-resistant material.

7. A minimum of 18 inches (457.2 mm) shall be maintained between the location of the battery on each powered micromobility device during charging operations.

8. The indoor room or area shall be protected by a fire alarm system utilizing air-aspirating smoke detectors or radiant energy-sensing fire detection.

322.5 Fire safety plan. A fire safety plan shall be provided in accordance with Section 403.10.6. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

Sec. 8.04.240. Section 503.1, Fire apparatus access roads, where required, amended.

The Fire Code, Section 503.1, Fire apparatus access roads, where required, is hereby amended to read as follows:

503.1 Fire apparatus access roads, where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D.

Sec. 8.04.250. Section 503.1.4 Other fire lanes, added.

The Fire Code, Section 503.1.4 Other fire lanes, is hereby added as follows:

503.1.4 Other fire lanes. The fire code official is authorized to establish such other fire lanes as deemed necessary for the safe and adequate movement of fire trucks and apparatus.

Sec. 8.04.260. Section 503.1.5 Fire lanes near fire stations, added.

The Fire Code, Section 503.1.5 Fire lanes near fire stations, is hereby added as follows:

503.1.5 Fire lanes near fire stations. Fire lanes shall be established to prohibit parking within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of said entrance.

Sec. 8.04.270. Section 503.1.6 Fire lanes closures, added.

The Fire Code, Section 503.1.6 Fire lanes violations, is hereby added as follows:

503.1.6 Fire lane violations. It shall be unlawful for any owner, manager, or person in charge of any premises to abandon or close a fire lane without written permission of the fire code official.

Sec. 8.04.280. Section 503.2, Fire apparatus access roads, specifications, amended.

The Fire Code, Section 503.2, Fire apparatus access roads, specifications, is hereby amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D.

Sec. 8.04.290. Section 503.2.1 Dimension, amended.

The Fire Code, Section 503.2.1 Dimension, is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Sec. 8.04.300. Section 503.2.3 Surfaces, amended.

The Fire Code, Section 503.2.3 Surfaces, is hereby amended as follows:

503.2.3 Surfaces. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. All fire lanes must be maintained and kept in a state of good repair at all times by the owner, manager, or person in charge of the premises and the City bears no responsibility for the maintenance thereof.

Sec. 8.04.310. Section 503.2.4 Turning Radius, amended.

The Fire Code, Section 503.2.4 Turning Radius, is hereby amended to read as follows:

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be 25 feet for the inside radius and 50 feet for the outside radius, or as otherwise determined by the fire code official in accordance with Section 104.9 or 104.10.

Sec. 8.04.320. Section 503.3 Marking, amended.

The Fire Code, Section 503.3 Marking, is hereby amended to read as follows:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING", "FIRE LANE", and "TOW-AWAY ZONE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Sec. 8.04.330. Section 503.3.1 Responsibility to Maintain, added.

The Fire Code, Section 503.3 Responsibly, is hereby added to read as follows:

503.3.1 Responsibility to Maintain. The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes.

Sec. 8.04.340. Section 503.3.2 Details of fire lane marking, added.

The Fire Code, Section 503.3.2 Details of fire lane marking, is hereby added to read as follows:

503.3.2 Details of fire lane marking.

1. All curbs and curb ends shall be painted red with four-inch white lettering stating "FIRE LANE—TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Wording may not be spaced more than 30 feet apart.
2. In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option 1: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of to 7 feet above finished grade.

Option 2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous six to eight-inch red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red.

Sec. 8.04.350. Section 503.3.3 Certain Subdivision Street fire lanes, added.

The Fire Code, Section 503.3.3 Certain Subdivision street fire lanes is here added to read as follows:

503.3.3 Certain subdivision street fire lanes. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required and shall be marked and maintained in the following manner: private streets can choose either option 1 or 2. Public streets must do option 2.

1. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "fire lane - tow away zone",. The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 275 feet apart at a minimum height of 7 feet above finished grade.

2. Red stripes and curbs will contain the wording "NO PARKING - FIRE LANE" or "FIRE LANE - TOW AWAY ZONE" or combination of similar wording painted in is four-inch white letters, the words "FIRE LANE" by itself is not acceptable. Wording must not be spaced more than 30 feet apart.

Sec. 8.04.360. Section 503.3.4 Unlawful, added.

The Fire Code, Section 503.3.4 Unlawful, is hereby added to read as follows:

503.3.4 Unlawful. It is unlawful for any person to attempt or in fact alter, destroy, deface, injure, knock down or remove any sign designating a fire lane or tow-away zone or curb marking erected under the terms of this Code.

Sec. 8.04.370. Section 503.4 Obstruction of fire apparatus access roads, amended.

The Fire Code, Section 503.4, Obstruction of fire apparatus access roads, is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. It is unlawful for any person to park, place, allow, permit, or cause to be parked, placed, or remain unattended, any vehicle or similar obstruction within or upon an area designated as fire lane marked by an appropriate sign or curb marking. Any vehicle or similar obstruction found parked or unoccupied within an area designated as a fire lane as required by this section is declared a nuisance and may be towed without notice. Any such vehicle or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane. The records of the Texas Department of Motor Vehicles showing the name of the person to whom the highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons. The minimum widths and clearances established in sections 503.2.1 and 503.2.2 shall be maintained at all times.

Sec. 8.04.380. Section 503.4.2 Enforcement, added.

The Fire Code, Section 503.4.2 Enforcement, is hereby added to read as follows:

503.4.2 Enforcement. The fire chief, fire code official, the chief of police, or their designees are authorized to issue parking citations for any vehicle or similar obstruction. Unauthorized vehicles or obstructions may be removed by towing without further notice. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense. No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any violation of this provision by the redemption of the vehicle or obstruction from the storage facility.

Sec. 8.04.390. Section 503.7 Construction Fire Lanes, added.

The Fire Code, Section 503.7 Construction Fire Lanes, is hereby added to read as follows:

503.7 Construction. The contractor or person in charge of any construction site for commercial, industrial, mercantile, education, instructional, assembly, hotel, motel, multifamily dwelling, or mobile home park occupancies or for any other development for which the fire code official deems appropriate, shall provide and maintain during construction an approved all-weather fire lane, not less than 20 feet in width, as shown on approved plot plans. Final paving of such fire lane shall be completed prior to issuance of any certificate of occupancy.

Sec. 8.04.400. Section 503.8 Traffic control signaling devices, added.

The Fire Code, Section 503.8 Traffic control signaling devices, is hereby added to read as follows:

503.8 Traffic control signaling devices. Fire apparatus access roads, which have new electronic traffic control signaling devices installed, shall include preemptive control equipment compatible with the fire department's existing system.

Sec. 8.04.410. Section 505.1.1 Address Signs, Letter and Number Size, added.

The Fire Code, Section 505.1.1 Address Identification, is hereby added to read as follows:

505.1.1 Address signs, letter, and number size. Address numbers shall be a minimum of four inches in height and shall be of a color contrasting with the color of the structure to which they are attached. The following guidelines shall be used to determine the size of address numbers required when attaching numbers to structures set back from the roadway with an unobstructed view:

DISTANCE FROM CENTERLINE OF ROADWAY TO STRUCTURE BEARING ADDRESS	SIZE OF ADDRESS NUMBERS
0—75 FEET	4—12 INCHES
75—150 FEET	12—20 INCHES
150—225 FEET	20—28 INCHES
OVER 225	APPROVAL OF BUILDING OFFICIAL

Sec. 8.04.420. Section 507.1, Required water supply, amended.

The Fire Code, Section 507.1, Required water supply, is hereby amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where property is subdivided with or without the creation of public or private streets for the expressed purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly any and all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.

Exception: Additions to existing and newly constructed one- and two-family homes located in areas having substandard water supplies, where the development of full fire-flow is impractical, shall comply with the provisions of Appendix B Section B103 with the approval of the fire code official.

Sec. 8.04.425. Section 507.1.1. Reclaimed or recycled water, added.

The Fire Code, Section 507.1. Reclaimed or recycled water, is hereby added to read as follows:

507.1.1 Reclaimed or recycled water. Where the water supply contains reclaimed water or recycled water, the water shall be analyzed to evaluate any health hazard and to determine whether any materials, chemicals or contaminants in the water will be detrimental to the components of the fire water supply or fire-extinguishing systems. A report shall be submitted to the fire code official for approval prior to acceptance as fulfilling the requirement for water supply.

Sec. 8.04.430. Section 507.2.1, Private Fire Service Mains, amended.

The Fire Code, Section 507.2.1, Private Fire Service Mains, is hereby amended to read as follows:

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24. The installation of all private fire lines shall be by a sprinkler contractor registration underground (SGR-U) licensed company.

Sec. 8.04.440. Section 507.2.1.1, Flushing, added.

The Fire Code, Section 507.2.1.1, Flushing, is hereby added to read as follows:

507.2.1.1 Flushing. All private service mains, including lead-ins and remote Fire Department connections, shall be fully flushed per NFPA 24 guidelines before hydrostatically testing the line. Flushing shall be through and open pipe for the lead-ins and Fire Department connections. The open pipe shall be of the minimum size outlined in NFPA 24 and not reduced. Private fire service mains serving only hydrants shall be flushed through the 5.25" hydrant outlet.

Sec. 8.04.450. Section 507.3 Fire flow, amended.

The Fire Code, Section 507.3 Fire flow, is hereby amended to read as follows:

507.3 Fire flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method, and in accordance with Appendix B.

Sec. 8.04.460. Section 507.5, Fire hydrant systems, amended.

The Fire Code, Section 507.5, Fire hydrant systems, is hereby amended to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

Sec. 8.04.470. Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, added.

The Fire Code, Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, is hereby added to read as follows:

507.5.7 City of Georgetown Fire Hydrant Color Code System. Private fire hydrant maintenance shall be in accordance with NFPA 291.

A. All private hydrant barrels will be painted red with the bonnet painted using the hydrant flow standard in paragraph c of this section to indicate flow. It will be the customer's responsibility to test and maintain their private fire hydrant(s).

B. Hydrants that are fed from a private fire protection system pump/or storage tank shall be chrome yellow.

C. NON-POTABLE WATER HYDRANT SHALL BE PAINTED SAFETY PURPLE.

D. All private fire hydrants should be inspected, maintained, and flow-tested annually and color coded to indicate the expected fire flow from the hydrant during normal operation. Such color applied to the fire hydrant by painting the bonnet the appropriate color for the expected flow condition.

E. **Hydrant flow coding standards.** Public hydrants will have the bonnets painted silver, the hydrants will be flow tested, and the bonnet painted based on residual pressure of 20 PSI, using the hydrant flow standard in as follows:

FLOW	COLOR
GREATER THAN 1500 GPM	BLUE
1000—1500 GPM	GREEN
500—999 GPM	ORANGE
LESS THAN 500 GPM	RED
NOT WORKING	BLACK OR BAGGED

Sec. 8.04.480. Subsection 507.5.8, Reflective pavement markers, added.

The Fire Code, Section 507.5.8, Reflective pavement markers, is hereby added to reads as follows:

507.5.8 Reflective pavement markers. All fire hydrants shall be identified by the installation of approved blue reflective pavement markers.

Sec. 8.04.490. Subsection 509.1.2, Sign Exhibits, added.

The Fire Code, Section 509.1.1 Sign Exhibits, is hereby added and reads as follows:

509.1.1 Sign exhibits. *See* the City's Fire Department signage criteria manual.

Sec. 8.04.500. Subsection 509.1.3, Electrical service shutoff access, added.

The Fire Code, Section 509.1.2, Electrical service shutoff access, is hereby added and reads as follows:

509.1.2 Electrical service shutoff access. Where electrical service shut off controls are located inside a building, a door providing direct access from the exterior to the room containing such shut off controls shall be provided where required by the fire code official. At the discretion of the fire code official, a remote shunt trip may be required may be installed to disconnect electrical services.

Sec. 8.04.505. Section 510, Emergency responder communications coverage, amended.

The Fire Code, Section 510, Emergency responder communications coverage, is hereby amended to read as follows:

SECTION 510

EMERGENCY RESPONDER COMMUNICATIONS COVERAGE

510.1 Emergency responder communications coverage in new buildings. Approved in-building emergency responder communications coverage for emergency responders shall be provided in all new buildings. ERCES within the building shall be based on the existing coverage levels of the public safety communications systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of a type determined by the fire code official and the frequency license holder(s). This section shall not require improvement of the existing public safety communications systems.

Exceptions:

1. Where approved by the building official and the fire code official, a wired communications system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved communications coverage system.

2. Where it is determined by the fire code official and the frequency license holder that the communications coverage system is not needed based on existing in-building signal strength, quality, and coverage from the public safety communications system(s).

3. In facilities where emergency responder communications coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder communications coverage system.

4. One-story buildings not exceeding 12,000 square feet (1115 m^2) with no below-ground area(s).

510.1.1 Radio frequency (RF) evaluation. A radio frequency (RF) evaluation shall be performed to determine if existing (RF) coverage by the public safety communications system(s) utilized by the jurisdiction exists within the building to meet the signal coverage, strength and quality requirements of NFPA 1225 prior to requiring the installation and operation of an emergency responder communications enhancement system.

510.2 Emergency responder communications coverage in existing buildings.

Existing buildings shall be provided with approved in-building emergency responder communications coverage for emergency responders as required in Chapter 11.

510.3 Permits.

Permits for in-building emergency responder communications enhancement systems shall be in accordance with Sections 510.3.1 and 510.3.2.

510.3.1 Permit required.

A construction permit for the installation of or modification to in-building emergency responder communications enhancement systems and related equipment is required as specified in Section 105.6.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.2 Operational permit.

Where required by the fire code official, an operational permit shall be issued for the operation of an in-building emergency responder communications enhancement system.

510.4 Technical and design requirements.

The in-building emergency responder communications enhancement system shall be designed in accordance with this code and NFPA 1225.

510.4.1 **Listing.**

Equipment required to provide in-building emergency responder communications enhancement shall be listed in accordance with UL 2524.

510.4.2 Signal strength and quality.

Signal strength shall be sufficient to meet the requirements of the frequencies, applications, and other modulation technologies being utilized by public safety for emergency operations through the coverage area as specified by the fire code official in Section 510.4.2.2.

510.4.2.1 Minimum signal strength into the building.

The minimum downlink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The downlink signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 throughout the coverage area using either narrowband analog, digital or wideband LTE signals or an equivalent bit error rate (BER), or signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.2.2 Minimum signal strength out of the building. The minimum uplink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The uplink signal level shall be sufficient to provide not less than a delivered audio quality (DAQ) of 3.0 using either narrowband analog, digital or wideband LTE digital signals or an equivalent bit error rate (BER), or an equivalent SINR applicable to the technology for either analog or digital signals.

510.4.3 Single supervisory input.

Where approved, a single supervisory input to the fire alarm system to monitor all system supervisory signals shall be permitted.

510.4.4 Additional frequencies and change of frequencies.

The in-building emergency responder communications enhancement system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other frequency licensing authorities, or additional frequencies are made available by the FCC or other frequency licensing authorities.

510.4.5 Design documents.

The fire code official shall have the authority to require “as-built” design documents and specifications for in-building emergency responder communications enhancement systems. The documents shall be in a format acceptable to the fire code official.

510.4.6 Noise interference.

Where a signal booster is used, signal booster type(s) and the uplink signal and noise levels shall be coordinated with and approved by all frequency license holder(s) that may be adversely impacted by any transmitted noise resulting from the in-building emergency responder communications enhancement system. Systems shall be in compliance with all frequency licensing authority requirements.

510.5 Installation requirements.

The installation of the in-building emergency responder communications enhancement system shall be in accordance with NFPA 1225 and Sections 510.5.2 through 510.5.5.

510.5.2 Approval prior to installation.

Communications enhancement systems capable of operating on frequencies licensed to any public safety agency by the FCC or other frequency licensing authority shall not be installed without prior coordination and approval of the fire code official and frequency license holder.

510.5.3 Minimum qualifications of personnel. The minimum qualifications for technical competency of the system designer, and lead installation, maintenance and testing personnel shall include the following:

1. Certification or licensing of in-building system training issued by an approved organization or approved school, or a

2. A certificate issued by the manufacturer of the equipment being installed.

510.6 Testing and maintenance.

The in-building emergency responder communications enhancement system shall be maintained operational at all times in accordance with this code and NFPA 1225.

510.6.1 System testing and proof of compliance.

The testing of the in-building, emergency responder communication enhancement system shall be in accordance with NFPA 1225.

510.6.2 Additional frequencies.

The building owner shall modify or expand the in-building emergency responder communications enhancement system at their expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority. Prior approval of an in-building emergency responder communications enhancement system on previous frequencies does not exempt this section.

510.6.3 **Field testing.** Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

Sec. 8.04.510. Section 520, Automated External defibrillator (AED) Requirements, added.

The Fire Code, Section 520, Automated External defibrillator (AED) Requirements, is hereby added and reads as follows:

520 Automated External Defibrillator (AED) Requirements

520.1 General. A person or entity that owns or possesses an AED excludes vendors or dealers that own or possess AEDs solely for resale.

520.2 Duties of AED owner. Any person who presently owns or acquires an AED on or after the effective date of this amendment, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall comply with the obligations in subsections 520.2.1 through 520.4 and Texas Health & Safety Occupations Code Chapter 779.

520.2.1 Register the AED with the Georgetown Fire Department. All AED owners shall register the AED with the Georgetown Fire Department. The registration shall include information about AED locations, the names of all persons expected to operate the AED, and dates of training. A form will be provided by the Georgetown Fire Department.

520.2.2 Maintenance and storage. All AED owners shall inspect, test, store, maintain, and service the AED in accordance will all federal and state laws and regulations, and in accordance with any standards established by the AED manufacturer.

520.2.2 AED use. AED owners shall notify the Georgetown Fire Department as soon as possible, but in no event later than 24 hours following any use of the AED, and provide the Georgetown Fire Department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic, or medical provider to which the person was transported following the AED use.

520.3 Use and possession for training purposes. Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation shall be exempt from the registration requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.

520.4 AED sales. All persons selling an AED within the City, or which may reasonably be anticipated to be used within the City, shall:

520.4.1 Report of the sale of the AED to the Georgetown Fire Department. The information to be reported shall include the date of the sale, manufacturer, model, and serial number of the AED sold, the name and address of the seller, and the name and address of the purchaser, whether the AED sold is new or previously used, and if known, the location where the AED is to be placed; and

520.4.2 Purchaser compliance with law. The purchaser shall maintain evidence that it has or will have complied with the training and other requirements of this title at the time of transfer of the AED to the purchaser for deployment and use by the purchaser.

Sec. 8.04.515. Section 611, Electric Vehicle Charging Equipment Stations, added.

The Fire Code, Section 611, Electric Vehicle Charging Equipment Stations, added.

SECTION 611

ELECTRIC VEHICLE CHARGING EQUIPMENT STATIONS

611.1 Disconnecting Means. For permanently connected electric vehicle supply equipment and wireless power transfer equipment, equipment disconnects, and emergency shutoff shall be installed in a location approved by the fire code official in accordance with NFPA 70, 2026 Edition, Section 625.43.

Sec. 8.04.520. Section 901.2.1 Hydraulic Calculations, added.

The Fire Code, Section 901.2.1 Hydraulic Calculations, is hereby added to read as follows:

901.2.1 Hydraulic calculations. Hydraulic calculations for water-based fire protection systems shall provide a safety factor at the base of the riser. The following are the minimal safety factors required.

1. Residential 13D AND 13R - 10% OR 5 PSI - (lesser of the system demand)
2. Commercial NFPA 13 - LIGHT HAZARD - 10% OR 5 PSI - (lesser of the system demand)
3. Commercial NFPA 13 - ORDINARY HAZARD AND ABOVE - 10 PSI OR 10% (whichever is greater)
4. Standpipe and hose systems NFPA 14 - 10 PSI OR 10% (whichever is greater)
5. Water spray fixed systems NFPA 15 - 10 PSI OR 10% (whichever is greater)
6. Foam water sprinkler and foam water spray systems NFPA 16 - 10 PSI OR 10% (whichever is greater)

Exception: A safety factor less than those defined in this section may be approved by the fire code official only if historical water supply data is available to demonstrate that the reasonable expected fluctuations will not cause the water supply to fall below the system demand.

Sec. 8.04.530. Subsection 901.4.7.1.1, Automatic sprinkler riser location, added.

The Fire Code, Subsection 901.4.7.1.1, Automatic sprinkler riser location, is hereby added to read as follows:

901.4.7.1.1 Automatic sprinkler system riser location. Automatic sprinkler system riser shall be installed within a building with an exterior door that leads directly into the room containing the fire sprinkler riser and shut off controls.

Sec. 8.04.540. Subsection 903.2.1.1, Group A-1, amended.

The Fire Code, Subsection 903.2.1.1, Group A-1, is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies; or
4. The fire area contains a multiple-theater complex.

Sec. 8.04.550. Subsection 903.2.1.3, Group A-3, amended.

The Fire Code, Subsection 903.2.1.3, Group A-3, is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.560. Subsection 903.2.1.4, Group A-4, amended.

The Fire Code, Subsection 903.2.1.4, Group A-4, is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.570. Section 903.2.2 Group B, amended.

The Fire Code, Section 903.2.2 is hereby amended to read as follows:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet (929 m2).

903.2.2.1 Ambulatory Care Facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor where such care is provided as well as all floors between the level of ambulatory care and the nearest level of exit discharge, including the level of exit discharge.

903.2.2.2 Animal housing or care facilities. An automatic sprinkler system in accordance with section 903.3 and 903.4 shall be provided in fire areas containing an animal housing or care facility when the animals are not provided with constant supervision. The following exceptions apply to this requirement:

Exceptions:

1. An automatic sprinkler system is not required in animal housing or care facilities serving 50 or fewer animals where all of the following conditions are met:
   A. Walls and ceilings have a class A finish as specified in section 803; and
   B. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.
2. An automatic sprinkler system is not required in animal housing or care facilities serving 100 or fewer animals where all of the following conditions are met:
   A. The facility is of 1-hour fire resistive construction on both sides of the boundary walls of the kennel area;
   B. Walls and ceilings have a class A finish as specified in section 803; and
   C. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

3. An automatic sprinkler system is not required in animal housing or care facilities where every animal has immediate and unobstructed access to an exterior area of safety approved by the fire code official and the facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

903.2.2.3 Laboratories involving research and development or testing. An automatic sprinkler system shall be installed throughout the fire areas utilized for the research and development or testing of lithium-ion or lithium metal batteries.

Sec. 8.04.580. Subsection 903.2.3, Group E, amended.

The Fire Code, Subsection 903.2.3, Group E, is hereby amended to read as follows:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 7,500 square feet (696.8 m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

Sec. 8.04.590. Subsection 903.2.4 Group F-1, amended.

The Fire Code, Section 903.2.4 Group F-1, is hereby amended to read as follows:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464.5 m2).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 m2).

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy *fire areas* that contain woodworking operations in excess of 2,500 square feet (232 m2) in area that generate finely divided combustible waste or use finely divided combustible materials.

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits.

903.2.4.3 Group F-1 upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group F-1 *fire area* that exceeds 2,500 square feet (232 m2) used for the manufacture of upholstered furniture or mattresses.

Sec. 8.04.600. Subsection 903.2.7 Group M, amended.

The Fire Code, Section 903.2.6 Group M, is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 10,000 square feet (929 m2).
2. A Group M fire area is located above or below the first floor above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2).

903.2.7.1 High-piled storage. An *automatic sprinkler system* shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.7.2 Group M upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group M *fire area* where the area used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Sec. 8.04.610. Subsection 903.2.8.5 Bed and Breakfast, added.

The Fire Code, Subsection 903.2.8.5 Bed and Breakfast, is hereby added to read as follows:

903.2.8.5 Bed and Breakfast. An automatic sprinkler system in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area. Exceptions shall apply solely to existing residential structures that meet one of the following conditions:

1. Bed and Breakfast residence:
    - A. Less than 3 guestrooms with maximum occupancy of 4 guests;
    - B. All guestrooms with direct secondary egress;
    - C. Smoke alarms as required by this Code or the building code;
    - D. Carbon monoxide alarms where required by this Code or the building code;
    - E. Monitored alarm system; and
    - F. Fire extinguishers.
2. Bed and Breakfast inn:
    - A. 3-5 guestrooms with maximum occupancy of more than 4 and less than 10 guests;
    - B. 13-D sprinkler system throughout the structure;
    - C. All guest rooms with direct secondary egress;
    - D. Smoke alarms as required by this Code or the building code;
    - E. Carbon monoxide alarms where required by this Code or the building code;
    - F. Monitored alarm system; and
    - G. Self-closing guestroom doors.
3. Bed and Breakfast lodge:
    - A. 6-8 guestrooms with a maximum occupancy of 16 guests;
    - B. 13-R sprinkler system throughout the structure;
    - C. All guestrooms with direct secondary egress;
    - D. Smoke alarms as required by this code or the building code;
    - E. Carbon monoxide alarms where required by this code or the building code;
    - F. Monitored alarm system;
    - G. Self-closing guestroom doors; and
    - H. Commercial hood system and pull stations.

Sec. 8.04.620. Subsection 903.2.9, Group S-1, amended.

The Fire Code, Subsection 903.2.9, Group S-1, is hereby amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464.5 m2);
2. A Group S-1 fire area is located above the first floor above or below grade plane;
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2); or
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.630. Subsection 903.2.9.1 Repair Garages, amended.

The Fire Code, Subsection 903.2.9.1 Repair Garages, is hereby amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.635. Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, added.

The Fire Code, Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, is hereby added to read as follows:

903.2.10.3 Lithium-ion or lithium metal powered vehicles. An approved automatic sprinkler system shall be provided throughout fire areas used for the parking or storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m2).

Exception: Residential garages in one- and two-family dwellings.

Sec. 8.04.640. Subsection 903.2.11.3, Buildings three or more stories in height, amended.

The Fire Code, Section 903.2.11.3, is hereby amended to read as follows:

903.2.11.3 Buildings three or more stories in height. An automatic sprinkler system shall be installed throughout buildings three or more stories in height.

Exception: Open parking structures (Group S-2) that are compliant with section 903.2.10 of this Code.

Sec. 8.04.650. Section 903.3.1.1.1 Exempt locations, amended.

The Fire Code, Section 903.3.1.1.1, Exempt locations, is hereby amended to read as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion:

1. A room where the application of water, or flame and water, constitutes a serious life or fire hazard as approved by the fire code official;
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official;
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours;
4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents;
5. Fire service access elevator machine rooms and machinery spaces; and
6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

Sec. 8.04.655. Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, added.

The Fire Code, Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, is hereby added to read as follows:

903.3.1.1.3 Lithium-Ion or lithium metal batteries.

Where automatic sprinkler systems are required by this code for areas containing lithium-ion or lithium metal batteries, the design of the system shall be based on a series of fire tests. Such tests shall be conducted or witnessed and reported by an approved testing laboratory. A report prepared by a registered design professional with expertise in fire protection engineering shall be provided to the fire code official for review and approval in accordance with Section 104.2.2 and shall address the range of variables associated with the intended arrangement of the hazards to be protected.

Sec. 8.04.660. Subsection 903.3.1.3, NFPA 13D sprinkler systems, amended.

The Fire Code, Subsection 903.3.1.3, NFPA 13D sprinkler systems, is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; townhouses, and bed and breakfast occupancies with a maximum occupancy of 10 guests shall be permitted to be installed throughout in accordance with NFPA 13D.

Sec. 8.04.670. Subsection 903.3.9, Backflow protection, added.

The Fire Code, Subsection 903.3.9, Backflow protection, is hereby added as follows:

903.3.9 Backflow protection. Modifications to water-based fire protection systems without backflow protection will require the installation of a backflow preventer per the City of Georgetown's plumbing code. All fire protection systems with a FDC shall have a reduced pressure zone or reduced pressure detector assembly installed.

Sec. 8.04.680. Section 903.4, Sprinkler System Supervision and Alarms, amended.

The Fire Code, Section 903.4, Sprinkler System Supervision and Alarms, is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwellings.*
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system,* and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sec. 8.04.690. Subsection 903.4.4, Jockey pump valves, added.

The Fire Code, Subsection 903.4.4, Jockey pump vales, is hereby added as follows:

903.4.4 Jockey pump valves. Jockey pump control valves shall be of the indicating type, electronically supervised, and slow closure as identified by NFPA 13.

Sec. 8.04.700. Subsection 903.4.5, Control valves, added.

The Fire Code, Subsection 903.4.5 Control valves, is hereby added as follows:

903.4.5 Control valves. Backflow prevention devices 2" and smaller shall be equipped with indicating and slow closure type control valves.

Sec. 8.04.710. Subsection 903.4.6, Supervisory switches, added.

The Fire Code, Subsection 903.4.6, Supervisory switches, is hereby added as follows:

903.4.6 Supervisory switches. Plug type supervisory switches will not be allowed as a method to supervise any control valve.

Sec. 8.04.720. Subsection 905.2.1 Hydraulic safety factor, added.

The Fire Code, Subsection 905.2.1, Hydraulic safety factor, is hereby added as follows:

905.2.1 Hydraulic safety factor. Class I standpipe systems shall be hydraulically designed with a 10% safety factor. Safety factor is from the base of the riser on automatic standpipe systems and at the fdc for manual standpipe systems.

Sec. 8.04.730. Subsection 905.2.2 Class 1 Manual Standpipe systems, added.

The Fire Code, Subsection 905.2.2, Class 1 Manual Standpipe systems, is hereby added as follows:

905.2.2 Class 1 Manual Standpipe systems. CLASS 1 (WET OR DRY) MANUAL STANDPIPE SYSTEMS SHALL BE DESIGNED BASED ON AN ENGINE/PUMPER PROVIDING 1250 GPM AT 150 PSI AT THE FDC.

Sec. 8.04.740. Subsection 905.3.9, Travel distance, added.

The Fire Code, Subsection 905.3.9, Travel Distance, is hereby added as follows:

905.3.9 Travel distance. Class 1 standpipe shall also be required on all occupancies in which the distance from accessible points for fire department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane.

Sec. 8.04.750. Section 905.4, Location of Class I standpipe hose connections, amended.

The Fire Code, Section 905.4, Location of Class I standpipe hose connections, is hereby amended to read as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories unless otherwise approved by the fire code official.

   Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a horizontal *exit.*

   Exception: Where floor areas adjacent to a horizontal exit are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located on the roof or at the highest landing of stairways with stair or ladder access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes. Hose valves located on the roof shall be controlled on the roof and installed in a manner to prevent freezing.

6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200

feet (60 960 mm) from a hose connection, the fire code official is authorized to require that additional hose connections be provided in approved locations.

Sec. 8.04.760. Subsection 905.8.1, Standpipe supervision, added.

The Fire Code, Subsection 905.8.1 Standpipe supervision, is hereby added as follows:

905.8.1 Standpipe supervision. All dry standpipe systems shall be monitored with a minimum of 10 PSI and a maximum of 40 PSI air pressure with a high/low alarm and supervised with the guidelines of NFPA 72.

Sec. 8.04.770. Subsection 905.11 Locking Standpipe Outlet Caps, amended and exception added.

The Fire Code, Subsection 905.11 Locking Standpipe Outlet Caps, is amended and an exception is hereby added as follows:

905.11 Locking standpipe outlet caps. The fire code official is authorized to require locking caps on the outlets on standpipes.

Exception: the fire code official has the authority to allow standard hose valve caps in occupancies not susceptible to vandalism or accidental discharge.

Sec. 8.04.780. Section 907.2.2.2 Animal Housing and Care Facilities, added.

The Fire Code, Section 907.2.2.2 is hereby added to read as follows:

907.2.2.2 Animal housing or care facilities. Fire areas containing an animal housing or care facility shall be provided with an electronically supervised automatic smoke detection system. In spaces provided with a source of heat or light but otherwise unconditioned, in lieu of smoke detection the alarm system may be activated by quick response heat detectors with a response time index of less than 100 (e.g. RTI classification of "quick", "ultra fast", "v-fast").

Exception: Smoke detectors and/or quick response heat detectors are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Sections 903.3 and 903.4 and activation of the automatic sprinkler system activates notification appliances as required by Section 907.2.2.2.1.

Section 907.2.2.2.1 Notification appliances. Notification appliances shall provide audible and visual alarm signals in office areas and other areas within the fire area where no animals are housed or cared for. Notification appliances within areas where animals are housed or cared for shall provide only visual alarm signals.

Sec. 8.04.790. Subsection 907.2.9.1, Manual Fire alarm system, amended.

The Fire Code, Subsection 907.2.9.1, Manual Fire alarm system, is hereby amended to read as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in group R-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.

3. The building contains more than 4 dwelling units or sleeping units. Newer codes now require co detectors in residence, so this will satisfied two different types of detectors.

Sec. 8.04.791, Section 907.2.11.1, Group R-1, amended.

The Fire Code, Section 907.2.11.1, Group R-1, is hereby amended to read as follows:

907.2.11.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In each room used for sleeping purposes.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside the sleeping loft.

Sec. 8.04.792. Section 907.2.11.2 Groups R-2, R-3, R-4, and I-1, amended.

The Fire Code, Section 907.211.2 Groups R-2, R-3, R-4 and I-1, is hereby amended to read as follows:

907.2.11.2 Groups R-2, R-3, R-4, and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall immediately outside of each separate sleeping area and immediately outside of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside of the sleeping loft.

Sec. 8.04.793, Section 907.6.6, Monitoring, amended.

The Fire Code, Section 907.6.6, Monitoring, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this code or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72.

Sec. 8.04.800. Subsection 912.3 Number of hose connections, added.

The Fire Code, Subsection 912.3., Number of hose connections, is hereby added as follows:

912.3 Number and Type of Fire Hose Connections. Fire Department connections shall include a minimum of one 5" storz connections for standpipe systems with a demand up to 500 GPM. Systems with a demand greater than 500 GPM shall require an additional 2.5" connection for each 250 gallons of system demand. This applies to extra hazard group 1 & 2, storage occupancies.

Exception: A single 2.5" FDC inlet is allowed for single risers on 13R systems.

Sec. 8.04.810. Section 912.5, Signs, amended.

The Fire Code, Section 912.5 Signs, is hereby amended to read as follows:

912.5 Signs. Reference Georgetown Fire Department sign manual for signage requirements

Sec. 8.04.820. Section 912.8, Fire Department Connections, added.

The Fire Code, Section 912.8, Fire Department Connections, is hereby added to read as follows:

912.8 Fire Department Connections. All Fire Department Connections (FDCs) shall be marked as approved by the Fire Code Official. Two red street lane reflectors (Stimsonite model 88AB or similar) shall be installed six inches from centerline of the fire apparatus access roadway on the side closest to the FDC. Markers shall be parallel to the FDC having the reflective ends of the street markers facing the director of traffic.

Sec. 8.04.830. Section 913.4, Valve supervision, amended.

The Fire Code, Section 913.4, Valve supervision, is hereby amended to read as follows:

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location
3. Locking valves open.

Sec. 8.04.840. Subsection 913.5.5 Test Header, added.

The Fire Code, Subsection 913.5.5, is hereby added as follows:

913.5.5 Fest [Test] header - fire pumps shall be equipped with a test header per NFPA 20 to allow a full flow testing. Test headers shall be installed on the exterior wall or in another location outside the pump room that allows for water discharge during testing.

Sec. 8.04.850. Section 913.6, Fire pump suction pressure, added.

The Fire Code, Section 913.6, Fire pump suction pressure hereby added as follows:

913.6 Fire pump suction pressure. Fire pump suction pressure shall be no less than 20 PSI when flowing 150% of the pumps capacity.

Sec. 8.04.860. Sections 915.1.1 through 915.1.5, amended.

The Fire Code, Sections 915.1.1 through 915.1.5 amended as follows:

915.1.1 Where required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R occupancies, in Group B fire areas containing an animal housing or care facility, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Sections 915.1.2 through 915.1.6 exist.

915.1.2 Fuel-burning appliances and fuel-burning fireplaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

915.1.3 Forced-air furnaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located in buildings that contain fuel burning appliances or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:
    - 2.1. In an approved location between the fuel burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
    - 2.2. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

915.1.5 Private garages. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located more than one story above or below a private garage.

3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.

4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms.

Sec. 8.04.870. Sections 915.3, Detection Equipment, amended.

The Fire Code, Section 915.3, Detection Equipment is hereby amended as follows:

915.3 Detection Equipment. Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5. Electronically supervised carbon monoxide detection systems complying with section 915.5 shall be provided in group B fire areas containing an animal housing or care facility when the animals are not provided with constant supervision.

Sec. 8.04.875. Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, added.

The Fire Code Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, is hereby added to read as follows:

1006.3.4.2 Single Exit Four- to Six-story Group R-2 Occupancies. Single Exit Four- to Six Story Group R-2 occupancies with a single exit shall comply with Table 1006.3.4(1) and all the following:

1.The building shall not contain an occupied floor located more than 75 feet (22 860 mm) above the

lowest level of fire department vehicle access (is not a high-rise building as defined in the International Building Code).

2. The net floor area of each floor served by a single exit shall not exceed 4,000 square feet (418.5 m).

3. An exterior exit stairway or interior exit stairway shall be provided at each story served by a single exit. Exit Access Doors into the exit stairway shall swing in the direction of egress travel regardless of the occupant load served.

4. Regardless of the stairway construction type, automatic sprinkler locations in interior exit stairways shall comply with the requirements of NFPA 13 for combustible stairways.

5. There shall be no more than 20 feet (6096 mm) of travel to the exit stairway from the entry/exit door of any dwelling unit.

6. The exit shall not terminate in an egress court where the court depth exceeds the court width unless it is possible to exit in either direction to the public way.

7. Other occupancies shall not communicate with the Group R occupancy portion of the building or with the single-exit stairway.

Exception: Parking garages that are accessory to the Group R occupancy and occupied roofs that comply with IBC section 503.1.4 with an occupant load of less than fifty persons that are accessory to the Group R occupancy are permitted to communicate with the exit stairway.

8. The exit serving the Group R occupancy shall not discharge through any other occupancy, including an accessory parking garage.

9. Openings to the interior exit stairway enclosure shall be limited to those required for exit access into the enclosure from normally occupied spaces, those required for egress from the enclosure, and openings to the exterior. Elevators shall not open into the interior exit stairway enclosure.

10. The fire department connection (FDC) shall be located adjacent to, and be visible from, the primary fire department vehicle access location.

11.A manual fire alarm system and automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be provided. Smoke detectors shall be in common spaces outside of dwelling units, including but not limited to gathering areas, laundry rooms, mechanical equipment rooms, storage rooms, interior corridors, interior exit stairways, and exit passageways.

12.Electrical receptacles shall be prohibited in the single exit stairway.

13.Elevator access shall be provided.

Sec. 8.04.880. Section 1009.1, Accessible means of egress required, amended.

The Fire Code, Section 1009.1, Accessible means of egress required, is hereby amended to read as follows:

1009.1 Accessible means of egress required. Within the boundaries of Emergency Services District # 8, accessible means of egress shall comply with both this section and the architectural barriers act of the Texas Civil Statutes (Texas Accessibility Standards or TAS). The fire code official is authorized to require the owner, applicant or agent to provide a technical report from a qualified person certifying TAS compliance. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by section 1006.2 or 1006.3 from an accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress.

Sec. 8.04.890. Section 1103.7.7, Animal Housing or Care Facilities, added.

The Fire Code, Section 1103.7.7, Animal Housing or Care Facilities is hereby added as follows:

1103.7.7 Animal housing or care facilities. An electronically supervised automatic smoke detection system complying with section 907.2.2.2 shall be installed in all fire areas containing an existing Group B Animal housing or care facility without constant supervision.

Sec. 8.04.891. Section 1107, Fire protection for post-fire repair or reconstruction, added.

The Fire Code, Section 1107, Fire protection for post-fire repair or reconstruction, is hereby added to read as follows:

SECTION 1107

FIRE PROTECTION FOR POST-FIRE REPAIR OR RECONSTRUCTION[JS18.1][CW18.2][CW18.3]

1107.1 Institutional and residential occupancies. Where an unsprinklered Group I, Group R-1, Group R-2, or Group R-4 Occupancy is repaired or reconstructed following a fire incident that caused more than 50-percent of a fire area to remain unoccupiable for a period of 60 or more days, an automatic sprinkler system complying with Section 903.3 shall be installed throughout such fire area or fire areas as part of the repair or reconstruction.

Sec. 8.04.892. Subsection 1207.12, Pre-existing lithium-ion technology energy storage systems, added.

The Fire Code, Section 1207.12, Pre-existing lithium-ion technology energy storage systems, is hereby added to read as follows:

1207.12 Pre-existing lithium-ion technology energy storage systems. The owner of an energy storage system (ESS) utilizing lithium-ion battery technology having capacities exceeding the values in Table 1207.1.3 and installed prior to the jurisdiction's adoption of the 2018 or later edition of the International Fire Code that are not listed to UL 9540 shall provide the fire code official a failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis technical report in accordance with Section 104.2.2 for review and approval.

Exception: Detached one- and two-family dwellings and townhouses.

1207.12.1 Early detection. In addition to the requirements of Sections 1207.1.8.1 and 1207.1.8.2 identifying potential failure events, the analysis report shall include an assessment of the ability of the installed protection systems to provide for early detection and notification of a thermal runaway event in relation to the ability of emergency responders to safely mitigate the size and impact of a thermal runaway event.

1207.12.2 Corrective action plan. Where hazards are identified by the analysis, a plan that includes a timetable for corrective action shall be submitted to the fire code official for review and approval. The plan shall include actions and system improvements necessary for eliminating or mitigating any identified hazards, including listed methods for early detection and notification of a thermal runaway event.

Sec. 8.04.900. Section 3101.1 Scope, amended.

The Fire Code, Section 3101.1 Scope, is hereby amended to read as follows:

3101.1 Scope. Tents, temporary stage and canopies, temporary special event structures and membrane structures shall comply with this chapter and THE CITY OF GEORGETOWN FIRE DEPARTMENT'S SPECIAL EVENT MANUAL Section General Tent and Canopy. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Sections 3104 and 3106 are applicable to temporary and permanent tents and membrane structures. The provisions of Section 3105 are applicable to temporary special event structures. The provisions of Section 3106 are applicable to outdoor assembly events. Other temporary structures shall comply with the International Building Code.

Sec. 8.04.910. Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, amended.

The Fire Code, Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, is hereby amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the City of Georgetown city limits, with exception of areas that are zoned for industrial use. Storage of Class I and II liquids may be permitted at the discretion of the Fire Code Official following review of the proposed location and the fire protection for storage areas. Storage shall not be allowed within 100 feet (30,480mm) of the property line of any Group E, I, or R occupancies.

Sec. 8.04.920. Chapter 61, Liquified Petroleum Gases, deleted.

The Fire Code, Chapter 61, Liquified Petroleum Gases is hereby deleted in its entirety.

Sec. 8.04.925, subsection 6304.1.9, Dry chemical and CO2 extinguishers, added.

The Fire Code, Subsection 6304.1.9, Dry chemical and CO2 extinguishers, is hereby added to read as follows:

6304.1.9. Dry chemical and CO2 extinguishers. The placement and use of carbon dioxide (CO2) or dry chemical fire extinguishers containing ammonium compounds (Class A:B:C) shall not be used in areas where oxidizers are stored.

Sec. 8.04.930. Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 Buildings and Townhouses amended.

The Fire Code Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses, is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) as amended and B105.1(2).

TABLE B105.1(1) LOCAL AMENDMENT REQUIRED FIRE-FLOW FOR ONE-AND-TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW BY SEPARATION DISTANCE				
FIRE FLOW CALCULATION AREA	**SPRINKLER**	**>10'**	**>30'**	**Flow Duration**
0—3600 SQFT	NO	1000	750	1 hour
3601—5000 SQFT	NO	TABLE B105.1(2)	1000	1 hour
5001 AND GREATER	NO	TABLE B105.1(2)	TABLE B105.1(2)	TABLE B105.1(2)
0—5000 SQFT	YES	1/2 VALUE IN TABLE B 105.1 (2)	500	½ hour
5001 AND GREATER	YES	1/2 VALUE IN TABLE B105.1(2)	1/2 VALUE IN TABLE B105.1(2)	1 hour

Sec. 8.04.940. Appendix D Section D103.2, Grade, amended.

The Fire Code, Appendix D Section D103.2, Grade, is hereby amended to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Scored concrete roads and fire lanes with grades steeper than 10 percent as approved by the fire code official.

Sec. 8.04.950. Appendix D Section D103.5, fire apparatus access road gates, amended.

The Fire Code, Appendix D Section D103.5, fire apparatus access road gates, is hereby amended to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum unobstructed gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

   Exception: One- and Two-Family Dwellings as approved by the Fire Code Official.

2. Gates shall be of the swinging sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.

4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electrically operated gates:

   A. Shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency access devices shall be approved by the fire code official.

   B. Shall be in the fully-opened position for no more than 30 seconds.

   C. Shall have a manual override system. Manual override operations shall be located on the entrance side of the gate, or when power has failed, the gate(s) shall open and stay open until power is restored for normal operations.

   D. Shall have installed approved preemptive control opening equipment.

      Exceptions:

      i. Driveways serving one- and two-family dwellings as approved by the Fire Code Official.

      ii. Gates serving as an emergency access with 24-hour staffed gatehouses.

6. Manual Opening Gates:

   A. May be locked when approved by the Fire Code Official.

   B. If equipped with a lock, keys shall be provided for installation into an approved Fire Department key box. Keys shall be maintained current.

7. Locking device specifications shall be submitted for approval by the fire code official.

8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.

9. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

10. A construction permit in accordance with subsection 503.6 is required to install or modify a gate across fire apparatus roadways.

11. Maintenance of gates securing fire apparatus access. Gates shall be maintained in an operative condition and repaired or replaced when defective. When required by the fire code official, defective gates shall be secured in the open position until repaired.

Sec. 8.04.960. Figure D103.1 (Dead ends), amended.

The Fire Code, Figure 103.1, Dead ends, is hereby amended as follows:

REVISE FIGURE 103.1 AND TABLE 103.4 TO SHOW THAT THE DIAMETER OF CUL-DE-SAC SHALL HAVE A DIAMETER OF 100' AS MEASURED FROM FACE OF CURB TO FACE OF CURB.

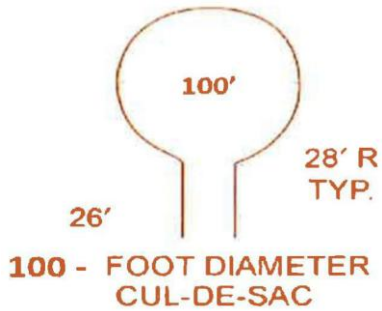


TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

Sec. 8.04.970. Appendix D Subsection D103.5.1, existing fire apparatus access road gates, added.

The Fire Code, Appendix D Subsection D103.5.1, existing fire apparatus access road gates, is hereby added to read as follows:

D103.5.1 Existing fire apparatus access road gates. Existing gates securing fire apparatus access roads shall comply with Section D103.5.

Sec. 8.04.980. Appendix D subsection D103.6, Signs, amended.

The Fire Code, Appendix D subsection D103.6, Signs, is hereby amended to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked and signs shall be installed according to the appropriate application:

1. Commercial Application. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of 7 feet above finished grade.
2. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required shall be marked and maintained in the following manner: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 250 feet apart at a minimum height of 7 feet above finished grade.

Sec. 8.04.990. Appendix D subsection D103.6.2, Roads more than 26 feet wide, amended.

The Fire Code, Appendix D subsection D103.2, Roads more than 26 feet wide, is hereby amended to read as follows:

Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 MM) and less than 31 feet wide (9754 MM). Measured from back of curb to back of curb.

Sec. 8.04.1000. Appendix D, Subsection D103.7, Driveways, added.

The Fire Code, Appendix D, Subsection D103.7, Driveways, is hereby added to read as follows:

D103.7 Driveways. Driveways exceeding 150 feet (45,720mm) in length providing access to dwelling units shall provide a minimum unobstructed width of 14 feet (4267mm) and a minimum unobstructed height of 13 feet 6 inches (4115mm). Driveways in excess of 150 feet (45,720mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60,960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to turnarounds. A driveway shall not serve in excess of five dwelling units. Driveways that connect with a road or roads at more than one point may be considered as having a turnaround. Driveway turnouts shall be an all-weather road surface at least 10 feet (2048) wide and 30 feet (9144mm) long. Driveway turnouts shall be located as required by the Fire Code Official.

Sec. 8.04.1010. Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, added.

The Fire Code, Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, is hereby added to read as follows:

D103.8 Divided fire apparatus access road turnarounds. Fire apparatus access roads that are divided with medians shall be provided with median breaks for emergency vehicle turnarounds. The maximum distance between median breaks shall be 2,640 feet (804,700mm).

Sec. 8.04.1020. Appendix D, Section D104.2, Buildings, facilities and shopping centers exceeding 62,000 square feet (5760m) in Gross building fire area, amended.

The Fire Code, Appendix D, Subsection D104.2, is hereby amended to read as follows:

D104.2 Buildings, Facilities, and Shopping Centers exceeding 62,000 square feet (5760m^2) in gross building fire area. Buildings, or facilities, and shopping centers having a gross building fire area of more than 62,000 square feet (5760m^2) shall be provided with two separate and approved fire apparatus access roads.

Sec. 8.04.1030. Section D107.2 Remoteness, amended.

The Fire Code, Section D107.2, Remoteness, is hereby amended to read as follows:

D107.2 Remoteness. where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. At the discretion of the fire code official, the remoteness requirement could be waived, because of location on property, topography, waterways, nonnegotiable grades or other similar conditions.

Sec. 8.04.1040. Section L101.1 Scope, amended.

The Fire Code, Section L101.1, Scope, is hereby amended to read as follows:

L101.1 Scope. Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix.

L101.1.05 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the

fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours;
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air;
3. Fire department staffing level; and/or
4. Availability of a fire department breathing air replenishment systems or vehicles.

Sec. 8.04.1050. Section L101.1.1 Required location, added.

The Fire Code, Section L101.1.1, Required Location, is hereby added to read as follows:

L101.1.1 Required location. In new buildings, fill stations shall be required when any on the following conditions occur:

1. Any new building more than 5 stories in height.
2. Any new building more than 2 stories below grade.
3. Any new building 500,000 square feet or more in size.

L101.1.2 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air.
3. Fire department staffing level.
4. Availability of a fire department breathing air replenishment systems or vehicles.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID

SUGGESTED ACTION:
Second Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

ITEM SUMMARY:
The City Council authorized the creation of the Georgetown Village Public Improvement District (GVPID) in 1999 via Resolution No. 990223-N and amended via Resolution Numbers 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R, to fund certain supplemental services and improvements that benefit the land within the approximate 391.83-acre district (Exhibit "A"). These improvements include pocket parks, landscape areas, signage, distinctive lighting, sidewalks and trails, alleyways, recreational facilities and other hardscape improvements, water quality facilities, and street trees. Additionally, it includes those services necessary for the administration and operation of the district, including those of the City and the annual collection of assessments.

On July 28, 2026, the City Council set August 25, 2026, as the public hearing date for the levy of assessment. The proposed total estimated supplemental services and improvements to be provided for the District for FY2027 is approximately $545,006. The cost to provide and maintain these services will be funded through an assessment of $0.11 per $100 valuation, in addition to dollars from the Replacement and Repair Reserve cash on hand. The average property value based on the 2026 Williamson County Appraisal District is approximately $431,090; therefore, homeowners pay on average around $474 this year. Property owners in the GVPID pay this assessment at the same time as they pay the City of Georgetown property tax.

The final 2026 Annual Service Plan Update ("SAP Update"), which includes the 2026 Assessment Roll, method of assessment and levy of assessment is attached as Exhibit "B". The proposed SAP Update are feasible and sound and will serve the needs and desires of the property owners.

FINANCIAL IMPACT:
The proposed total estimated supplemental services and improvements to be provided for the District for FY2027 is approximately $545,006. The cost to provide and maintain these services will be funded through an assessment of $0.11 per $100 valuation, in addition to dollars from the Replacement and Repair Reserve cash on hand. The average property value based on the 2026

Williamson County Appraisal District is approximately $431,090; therefore, homeowners pay on average around $474 this year. Property owners in the GVPID pay this assessment at the same time as they pay the City of Georgetown property tax.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Georgetown Village PID_Assessment Ordinance.pdf
Exhibit_A_GVPID_Boundary_Map.pdf
2026-08-27_GEO_Georgetown Village_O&M SAP Update_Final.pdf
2026-08-27_GEO_Georgetown Village PID_Board Discussion on Budget_Final.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), APPROVING AND ADOPTING THE FINAL 2026 O&M SERVICE PLAN UPDATE, AND THE FINAL 2026 ASSESSMENT ROLL (TO BE KEPT ON FILE WITH THE CITY SECRETARY); ESTABLISHING CLASSIFICATIONS FOR THE APPORTIONMENT OF COSTS AND THE METHODS OF ASSESSING SPECIAL ASSESSMENTS FOR THE SERVICES AND IMPROVEMENTS TO PROPERTY IN THE GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1; CLOSING THE HEARING AND LEVYING ASSESSMENTS FOR THE COST OF CERTAIN SUPPLEMENTAL SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING 2027; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized under Chapter 372 of the Texas Local Government Code to create a public improvement district within its corporate limits and within its extraterritorial jurisdiction; and

WHEREAS, on February 23, 1999, the City Council first authorized and created the Georgetown Village Public Improvement District No. 1 (the "District"), as a public improvement district by Resolution No. 990223-N; and

WHEREAS, from 2001 to 2014, the City Council authorized the inclusion of additional real property into the District pursuant to Resolution Numbers 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R, a Georgetown Village PID Boundary Map of which is attached hereto as **Exhibit "A"** showing the total combined area of approximately 391.83 acres; and

WHEREAS, on July 28, 2025, the City Council authorized a public hearing to be held on August 25, 2026, to receive comments on the proposed 2026 O&M Service Plan Update and Assessment Plan, Levy of Assessment, and approval of the final 2027 Service Plan; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for owners of property located in the District to speak for or against the assessment against real property and real property improvements exclusive of public rights-of-way, and to continue funding for the District for the purpose of providing supplemental services and improvements; and

WHEREAS, the City Council desires to authorize and adopt the Assessment Roll that was

filed with the City Secretary and subject to public inspection in the City's official records prior to the public hearing; and

WHEREAS, the City Council finds that the Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners, and that the assessment rate for the service area in the District is $0.11 per $100.00 of appraised value, as determined by the Williamson Central Appraisal District (WCAD), of the property or improvements to the property located in the District; are reasonable and adequate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirely.

SECTION 2. The action of the City Council closing the August 25, 2026, public hearing in these proceedings is hereby ratified and confirmed.

SECTION 3. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the WCAD. Public rights-of-way and City of Georgetown property are non-assessed. The assessment rate to be billed in 2026 for the service area in the District is $0.11 per $100.00 of appraised valuation.

SECTION 4. The City Council hereby authorizes and adopts the final 2026 Service Plan, the final 2026 Assessment Roll (to be kept on file with the City Secretary), and the Assessment Plan, attached hereto and incorporated herein as **Exhibit "B"**.

SECTION 5. The City Council hereby finds that written notice of the date, hour, place, and purpose of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and its subject matter were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Public Improvements Assessment Act.

SECTION 6. The City Council finds that the assessments as set forth in the Assessment Plan should be made and levied against the respective parcels of land within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of land by means of maintenance of improvements in the District for which such assessments are levied. The assessments establish substantial justice and equality and uniformity between the respective owners to the respective properties and between all parties concerned considering the benefits received and burdens imposed. The Council further finds that in each case the property assessed is specially benefited by means of the improvements in the District, and further finds that

the apportionment of the cost of the services is in accordance with the law in force in this City and State, and the proceedings of this City heretofore conducted with reference to the formation of the District and the imposition of the assessments for the improvements are in all respects valid and regular.

SECTION 7. There is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of the money as listed in the Assessment Roll on file with the City Secretary and subject to public inspection, and the several amounts assessed against the same, and the owners thereof at the assessment rate of $0.11 per $100.00 of appraised value.

SECTION 8. The assessments above mentioned and assessed against the parcels of property and the owners thereof, plus penalties and interest in the same amount as stated in Section 33.01 *et seq.* of the Texas Tax Code, together with reasonable attorney's fees and costs of collection, if incurred, are hereby a first, prior, and superior lien upon the respective parcels of property against which the same are assessed, and a personal liability and charge against the owners of such property, whether such owners be named herein or not, and the liens constitute the first enforceable lien and claim against the property on which such assessments are levied, and shall be superior to all other liens and claims except State, County, School District, and City *ad valorem* taxes.

SECTION 9. Where more than one person or entity owns an interest in any final platted residential lot, each such person or entity shall be personally liable only for his, her, or its pro rata share of the total assessment based on his, her, or its proportionate ownership interest of the lot, and that interest in the lot may be released from the assessment lien upon payment of such proportionate sum.

SECTION 10**.** If default be made in the payment of any of the sums hereby assessed against the property owners and their property, collection thereof, including penalties and interest authorized in Section 8 above, costs, and attorney's fees, shall be enforced by suit in any Court having jurisdiction or by lien foreclosure or both.

SECTION 11. All assessments levied are a personal liability and charge against the owners of the premises described even if such owners are not named, or are incorrectly named.

SECTION 12. The assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 13. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision, and the provisions of this Ordinance are hereby declared to be severable.

SECTION 14. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall take effect upon its passage in accordance with State Law and the City Charter.

READ and APPROVED on First Reading on the 25th day of August, 2026.

READ and APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

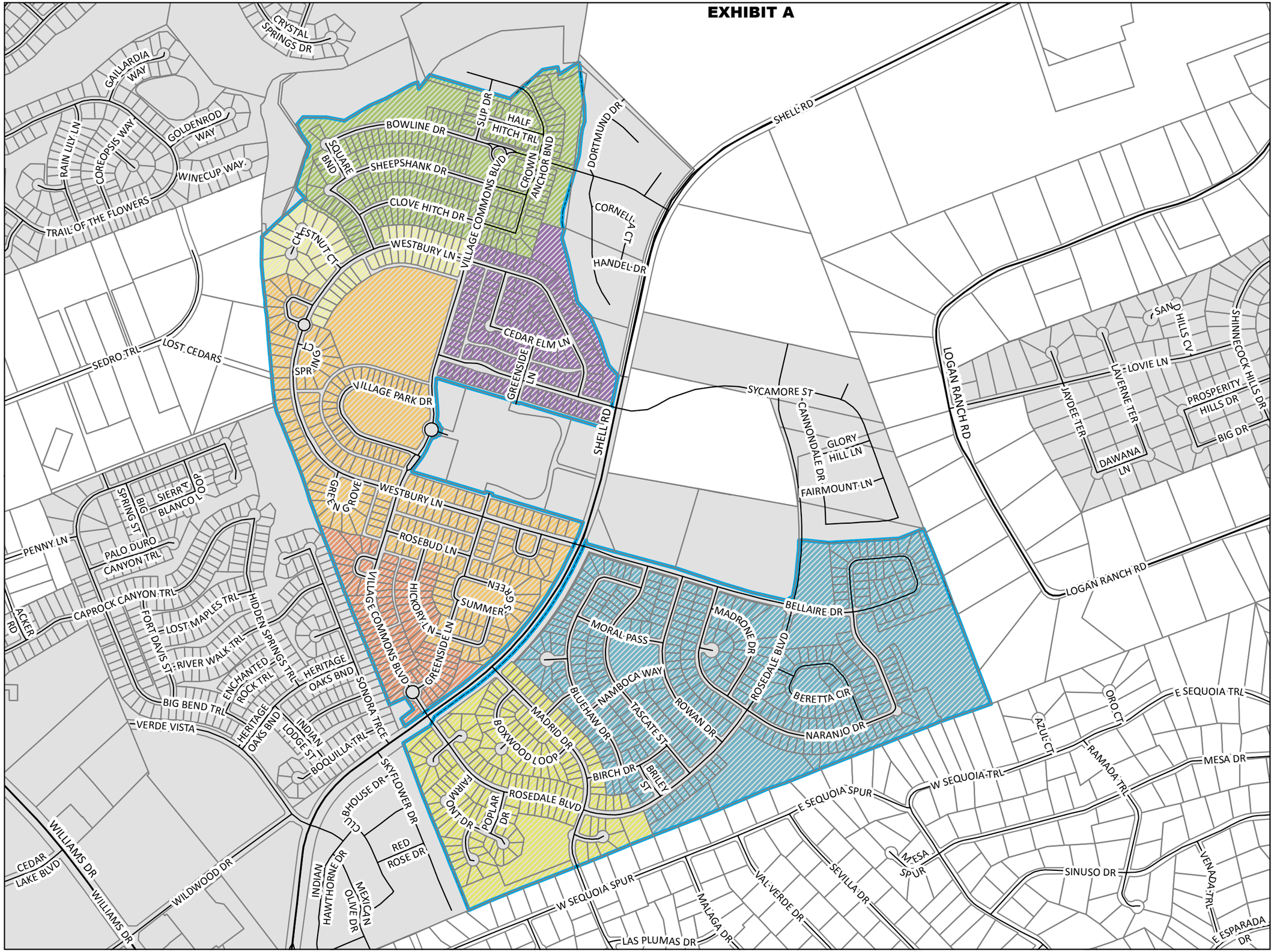
THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT A



EST. 1848
GEORGETOWN
TEXAS

Georgetown Village PID Location Map

Shell Road
City Council District 5

August 2020

LEGEND

- Streets
- Parcels
- Georgetown City Limits
- GVPID #1
- Res. 990223-N/Ord. 99-22
- Res. 050801-AA-1/Ord. 2001-42
- Res. 032602-R/Ord. 2002-30
- Res. 040803-V-2/Ord. 2003-37
- Res. 011309-JJ/Ord. 2009-12
- Res. 062612-M/Ord. 2012-74
- Res. 072214-R/Ord. 2014-48

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For Information Purposes Only

Georgetown Village Public Improvement District No. 1

2026 O&M ANNUAL SERVICE PLAN UPDATE

AUGUST 25, 2026

P3 WORKS

AUSTIN, TX | NORTH RICHLAND HILLS, TX

INTRODUCTION

On February 23, 1999, after due process, the City Council passed Resolution No. 990223-N approving and authorizing the creation of the District to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District.

On April 27, 1999, after due process, the City Council approved the SAP for the District by adopting Ordinance No. 99-22, which approved the levy of the Operations and Maintenance Assessment for Assessed Property within the District.

From 2001 to 2014, after due process, the City Council authorized the inclusion of additional real property into the District pursuant to Resolution No. 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R for the total combined area of approximately 391.83 acres.

On September 27, 2016, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2016-61, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 22, 2017, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2017-46, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 28, 2018, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2018-46, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On September 10, 2019, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2019-68, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within

the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On September 8, 2020, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2020-56, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 24, 2021, after due process, the City Council approved the 2021 Amended and Restated O&M Service and Assessment Plan and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements by approving Ordinance No. 2021-60. The SAP identified the Authorized Improvements to be funded by the District, the costs of the Authorized Improvements, the Operations and Maintenance Costs, and the manner of assessing the property specially benefited. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

On August 23, 2022, the City Council approved the 2022 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2022-60.

On August 22, 2023, the City Council approved the 2023 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2023-41.

On August 27, 2024, the City Council approved the 2024 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2024-23.

On September 9, 2025, the City Council approved the 2025 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2025-46.

This 2026 O&M Annual Service Plan Update shall (1) levy a 2026 Operations and Maintenance Assessment and associated Annual Collection Costs, (2) create a lien against Assessed Property within the District to finance the costs of Authorized Improvements and Operations and

Maintenance Costs, and (3) serve as the 2026 O&M Annual Service Plan Update in accordance with the PID Act.

PARCEL SUBDIVISION

The following plats have been recorded in the District.

- The final plat for Georgetown Village Section 2A was recorded in the official public records of the County on February 12, 1997, and consists of 66 residential Lots classified as Single-Family Lot Types, and 6 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 3 was recorded in the official public records of the County on June 23, 1998, and consists of 59 residential Lots classified as Single-Family Lot Types, and 2 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 2B was recorded in the official public records of the County on February 26, 1999, and consists of 26 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 4 was recorded in the official public records of the County on September 13, 1999, and consists of 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 1 was recorded in the official public records of the County on November 30, 2000, and consists of 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 3B was recorded in the official public records of the County on November 30, 2000, and consists of 78 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 2C was recorded in the official public records of the County on March 12, 2001, and consists of 9 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 4B was recorded in the official public records of the County on November 11, 2001, and consists of 33 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 5 was recorded in the official public records of the County on March 20, 2002, and consists of 52 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 7 was recorded in the official public records of the County on August 25, 2003, and consists of 96 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 8 was recorded in the official public records of the County on June 21, 2006, and consists of 65 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 6 was recorded in the official public records of the County on August 16, 2006, and consists of 117 residential Lots classified as Single-Family Lot Types, and 3 Lots classified as Non-Assessed Property.

- The final plat for Georgetown Village Section 9 Phase 1 was recorded in the official public records of the County on May 28, 2008, and consists of 100 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 3 was recorded in the official public records of the County on September 16, 2009, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 2 was recorded in the official public records of the County on July 20, 2010, and consists of 1 residential Lot classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 4 was recorded in the official public records of the County on February 7, 2013, and consists of 63 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 5 was recorded in the official public records of the County on November 7, 2013, and consists of 15 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 7 was recorded in the official public records of the County on August 11, 2013, and consists of 32 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 6 was recorded in the official public records of the County on November 8, 2013, and consists of 17 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 1 was recorded in the official public records of the County on February 20, 2014, and consists of 57 residential Lots classified as Single-Family Lot Types, and 6 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 2 was recorded in the official public records of the County on July 28, 2014, and consists of 85 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 8 was recorded in the official public records of the County on September 29, 2014, and consists of 53 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9, Phases 9 & 10 was recorded in the official public records of the County on March 9, 2016, and consists of 70 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 3 was recorded in the official public records of the County on June 7, 2016, and consists of 50 residential Lots classified as Single-Family Lot Types, and 5 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9, Phase 9A was recorded in the official public records of the County on March 15, 2017, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.

- The general warranty deed for Georgetown Village Phase 9 was recorded in the official public records of the County on January 21, 2021, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.

See **Exhibit C** for the Buyer Disclosure.

[Remainder of page intentionally left blank.]

AUTHORIZED IMPROVEMENTS AND ANNUAL COLLECTION COSTS

The Operations and Maintenance Assessment will be levied annually on all Parcels of Assessed Property to pay for Operations and Maintenance Costs. The budget for Operations and Maintenance Costs as provided by the City is shown on **Exhibit B**.

The Operations and Maintenance Assessment and Annual Collection Costs shall be subject to penalties and procedures for the Annual Installments as authorized by the PID Act. All Authorized Improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

The Authorized Improvements of the District include:

- Operation Expenses:
  - PID Administration
    - Improvements including administrative allocation, appraisal contracts, consulting fees, printing, property and casualty insurance
  - Parks and Recreation
    - *Pocket Parks and Landscape Areas*

Improvements including all parks less than 1 acre, landscape easement lots, greenbelts, medians, roundabouts, playscapes, shade structures, and other landscape areas within the rights-of-way. All related general grounds maintenance, tree trimming/pruning, plant and tree removal and replacement, landscaping, irrigation (maintenance, repair, and replacement), and utilities are included. The pocket parks and landscape areas improvements will provide benefit to all Lots within the District.

- *Signage*

Improvements including special street signs replacement, trail signs and markers, park name signs, and subdivision entry and directional signs. All related maintenance, repair and replacement are included. The signage improvements will provide benefit to all Lots within the District.

- *Distinctive Lighting*

Improvements including parks, gazebo, and street antique streetlights within the District. All related maintenance for painting and coating are included. The distinctive lighting improvements will provide benefit to all Lots within the District.

- Public Works
    - *Sidewalks and Trails*

Improvements including public walkways within the perimeter of the PID, trails in park and landscape easement lots, pedestrian alleyways, and sidewalks repair. All related maintenance, repair and replacement are included. The sidewalks and trails improvements will provide benefit to all Lots within the District.

    - *Alleyways*

Improvements including stormwater drainage improvements, inlets, catch basins and buried pipe. All related maintenance, repair and replacement of pavement are included. The alleyways improvements will provide benefit to all Lots within the District.

    - *Recreational Facilities and other Hardscape Improvements*

Improvements including gazebo, playscapes, shade structures, mutt mitt dispenser, park benches, tables, and trash receptacles. All related maintenance and repair are included. The recreational facilities and other hardscape improvements will provide benefit to all Lots within the District.

    - *Water Quality Facilities*

Improvements including water quality ponds. All related pond rehabilitation and ongoing maintenance are included. The water quality facilities improvements will provide benefit to all Lots within the District.

    - *Street Trees*

Improvements including maintenance, removal, and preparation for new tree located in the right of way, between the road and sidewalk. The trees improvements will provide benefit to all Lots within the District.

- Improvement Projects:
    - Parks: Fitness equipment improvements.

OPERATIONS AND MAINTENANCE ASSESSMENT

The City, at its sole cost, will maintain the Authorized Improvements with proceeds from the Operations and Maintenance Assessment. In order to fund all currently budgeted fiscal year 2026-2027 Operations and Maintenance Costs, attached hereto as **Exhibit B**, this 2026 O&M Annual Service Plan Update shall levy an Operations and Maintenance Assessment, due January 31, 2027, as shown on the Assessment Roll on **Exhibit A**. The Operations and Maintenance Assessment will be levied annually on all Parcels of Assessed Property to pay for Operations and Maintenance Costs. For all Parcels of Assessed Property, the Operations and Maintenance Assessment will be an amount that results in a tax rate equivalent equal to $0.11 per $100 of taxable assessed value. In no event will the Operations and Maintenance Assessment exceed the City's actual costs for operating and maintaining the Authorized Improvements.

SERVICE PLAN - FIVE YEAR PROJECTION

The PID Act requires the annual indebtedness and projected costs for the Operations and Maintenance Assessment and Annual Collection Costs to be reviewed and updated annually, and the projection shall cover a period of not less than five years.

Georgetown Village PID						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Assessed Value[a]	A	$ 494,460,232	$ 504,349,437	$ 514,436,425	$ 524,725,154	$ 535,219,657
Operations and Maintenance Assessment[b]	B	$ 0.11	$ 0.11	$ 0.11	$ 0.11	$ 0.11
Total Annual Installment	**C = (A ÷ 100) × B**	**$ 543,906**	**$ 554,784**	**$ 565,880**	**$ 577,198**	**$ 588,742**
Reserves Needed		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Contingency Reserve		$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve		$ -	$ 50,000	$ -	$ -	$ -
Reserves Deposits [c]		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Replacement and Repair Reserve		$ 107,782	$ 109,915	$ 112,092	$ 114,311	$ 116,576
O&M Cost to Service [c]		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Operations and Maintenance Cost		$ 545,006	$ 605,884	$ 566,980	$ 578,298	$ 589,842

Notes:

[a] Preliminary value for the current year per the Williamson Central Appraisal District. Each following year is an estimate only, assuming value increases by 2%. Actual value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Per the 2026 O&M Annual Service Plan Update, the Operations and Maintenance Assessment (per $100 of Value).

[c] Per the 2026 O&M Annual Service Plan Update, the Operations and Maintenance Budget.

ASSESSMENT ROLL

The list of current Lots within the District, the corresponding Operations and Maintenance Assessment, Annual Collection Costs, and total Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

[Remainder of page intentionally left blank.]

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 O&M Annual Service Plan Update for all purposes:

Exhibit A	Assessment Roll
Exhibit B	Operations and Maintenance Budget
Exhibit C	Buyer Disclosure

[Remainder of page intentionally left blank.]

EXHIBIT A – ASSESSMENT ROLL

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496805	$ 513,532.00	$ 0.11	$ 564.89
R476639	$ 376,908.00	$ 0.11	$ 414.60
R418219	$ 386,989.00	$ 0.11	$ 425.69
R496754	$ 507,047.00	$ 0.11	$ 557.75
R441360	$ 441,028.00	$ 0.11	$ 485.13
R405663	$ 356,245.00	$ 0.11	$ 391.87
R405610	$ 374,618.00	$ 0.11	$ 412.08
R527002	$ 405,493.00	$ 0.11	$ 446.04
R418204	$ 366,135.00	$ 0.11	$ 402.75
R405629	$ 376,865.00	$ 0.11	$ 414.55
R441426	$ 443,124.00	$ 0.11	$ 487.44
R532451	$ 508,521.00	$ 0.11	$ 559.37
R441345	$ 374,910.00	$ 0.11	$ 412.40
R475538	$ 475,882.00	$ 0.11	$ 523.47
R496722	$ 365,024.00	$ 0.11	$ 401.53
R475521	$ 490,359.00	$ 0.11	$ 539.39
R496737	$ 373,704.00	$ 0.11	$ 411.07
R380332	$ 501,151.00	$ 0.11	$ 551.27
R496773	$ 490,038.00	$ 0.11	$ 539.04
R476624	$ 482,784.00	$ 0.11	$ 531.06
R388471	$ 560,272.00	$ 0.11	$ 616.30
R426230	$ 371,132.00	$ 0.11	$ 408.25
R405661	$ 384,801.00	$ 0.11	$ 423.28
R475604	$ 494,744.00	$ 0.11	$ 544.22
R519682	$ 412,832.00	$ 0.11	$ 454.12
R441343	$ 355,913.00	$ 0.11	$ 391.50
R531109	$ 525,817.00	$ 0.11	$ 578.40
R441379	$ 347,860.00	$ 0.11	$ 382.65
R389225	$ 590,150.00	$ 0.11	$ 649.17
R548255	$ 383,566.00	$ 0.11	$ 421.92
R496786	$ 386,330.00	$ 0.11	$ 424.96
R475555	$ 377,302.00	$ 0.11	$ 415.03
R475536	$ 378,933.00	$ 0.11	$ 416.83
R530858	$ 379,393.00	$ 0.11	$ 417.33
R380349	$ 493,699.00	$ 0.11	$ 543.07
R519735	$ 503,697.00	$ 0.11	$ 554.07
R526970	$ 415,594.00	$ 0.11	$ 457.15
R405602	$ 354,235.00	$ 0.11	$ 389.66
R496814	$ 477,539.00	$ 0.11	$ 525.29
R405588	$ 378,464.00	$ 0.11	$ 416.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R389233	$ 476,787.00	$ 0.11	$ 524.47
R441336	$ 356,601.00	$ 0.11	$ 392.26
R476617	$ 400,905.00	$ 0.11	$ 441.00
R475576	$ 395,307.00	$ 0.11	$ 434.84
R380397	$ 400,765.00	$ 0.11	$ 440.84
R475612	$ 473,656.00	$ 0.11	$ 521.02
R496729	$ 410,853.00	$ 0.11	$ 451.94
R496761	$ 410,597.00	$ 0.11	$ 451.66
R530865	$ 332,434.00	$ 0.11	$ 365.68
R476600	$ 379,351.00	$ 0.11	$ 417.29
R426255	$ 392,218.00	$ 0.11	$ 431.44
R441368	$ 393,258.00	$ 0.11	$ 432.58
R530833	$ 436,331.00	$ 0.11	$ 479.96
R530815	$ 334,701.00	$ 0.11	$ 368.17
R475594	$ 405,147.00	$ 0.11	$ 445.66
R380364	$ 623,271.00	$ 0.11	$ 685.60
R525152	$ 406,995.00	$ 0.11	$ 447.69
R426234	$ 460,791.00	$ 0.11	$ 506.87
R380424	$ 392,611.00	$ 0.11	$ 431.87
R532423	$ 558,201.00	$ 0.11	$ 614.02
R526983	$ 416,751.00	$ 0.11	$ 458.43
R441417	$ 451,785.00	$ 0.11	$ 496.96
R441356	$ 359,768.00	$ 0.11	$ 395.74
R389246	$ 468,992.00	$ 0.11	$ 515.89
R475506	$ 462,935.00	$ 0.11	$ 509.23
R380362	$ 488,518.00	$ 0.11	$ 537.37
R532430	$ 621,995.00	$ 0.11	$ 684.19
R380353	$ 507,791.00	$ 0.11	$ 558.57
R475572	$ 383,862.00	$ 0.11	$ 422.25
R525143	$ 491,880.00	$ 0.11	$ 541.07
R475549	$ 491,318.00	$ 0.11	$ 540.45
R405657	$ 387,832.00	$ 0.11	$ 426.62
R496765	$ 418,865.00	$ 0.11	$ 460.75
R496735	$ 481,074.00	$ 0.11	$ 529.18
R475615	$ 484,234.00	$ 0.11	$ 532.66
R380420	$ 363,659.00	$ 0.11	$ 400.02
R441413	$ 442,396.00	$ 0.11	$ 486.64
R475587	$ 508,870.00	$ 0.11	$ 559.76
R380405	$ 422,366.00	$ 0.11	$ 464.60
R389242	$ 585,157.00	$ 0.11	$ 643.67

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R405614	$ 370,360.00	$ 0.11	$ 407.40
R405612	$ 405,013.00	$ 0.11	$ 445.51
R405597	$ 367,546.00	$ 0.11	$ 404.30
R441428	$ 367,726.00	$ 0.11	$ 404.50
R380437	$ 373,174.00	$ 0.11	$ 410.49
R441377	$ 460,047.00	$ 0.11	$ 506.05
R475553	$ 407,822.00	$ 0.11	$ 448.60
R380351	$ 473,761.00	$ 0.11	$ 521.14
R380366	$ 463,379.00	$ 0.11	$ 509.72
R380319	$ 537,569.00	$ 0.11	$ 591.33
R380334	$ 357,831.00	$ 0.11	$ 393.61
R380439	$ 397,592.00	$ 0.11	$ 437.35
R441394	$ 352,973.00	$ 0.11	$ 388.27
R426249	$ 358,023.00	$ 0.11	$ 393.83
R545933	$ 410,321.00	$ 0.11	$ 451.35
R426258	$ 375,703.00	$ 0.11	$ 413.27
R545908	$ 629,027.00	$ 0.11	$ 691.93
R418226	$ 457,906.00	$ 0.11	$ 503.70
R426244	$ 462,686.00	$ 0.11	$ 508.95
R405599	$ 374,022.00	$ 0.11	$ 411.42
R441414	$ 371,100.00	$ 0.11	$ 408.21
R476635	$ 461,499.00	$ 0.11	$ 507.65
R475598	$ 383,385.00	$ 0.11	$ 421.72
R519694	$ 416,364.00	$ 0.11	$ 458.00
R426269	$ 372,435.00	$ 0.11	$ 409.68
R530811	$ 400,452.00	$ 0.11	$ 440.50
R519719	$ 429,332.00	$ 0.11	$ 472.27
R525200	$ 451,787.00	$ 0.11	$ 496.97
R405642	$ 329,601.00	$ 0.11	$ 362.56
R531087	$ 372,611.00	$ 0.11	$ 409.87
R441400	$ 374,559.00	$ 0.11	$ 412.01
R548265	$ 341,401.00	$ 0.11	$ 375.54
R496777	$ 371,909.00	$ 0.11	$ 409.10
R531085	$ 480,889.00	$ 0.11	$ 528.98
R496727	$ 419,145.00	$ 0.11	$ 461.06
R389245	$ 457,338.00	$ 0.11	$ 503.07
R380423	$ 410,766.00	$ 0.11	$ 451.84
R380409	$ 386,801.00	$ 0.11	$ 425.48
R380416	$ 485,167.00	$ 0.11	$ 533.68
R405665	$ 374,720.00	$ 0.11	$ 412.19

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545924	$ 570,922.00	$ 0.11	$ 628.01
R476612	$ 378,709.00	$ 0.11	$ 416.58
R426242	$ 397,553.00	$ 0.11	$ 437.31
R530845	$ 337,891.00	$ 0.11	$ 371.68
R441416	$ 353,187.00	$ 0.11	$ 388.51
R496802	$ 475,802.00	$ 0.11	$ 523.38
R496816	$ 550,105.00	$ 0.11	$ 605.12
R496752	$ 424,577.00	$ 0.11	$ 467.03
R545949	$ 418,382.00	$ 0.11	$ 460.22
R496766	$ 436,302.00	$ 0.11	$ 479.93
R532432	$ 405,177.00	$ 0.11	$ 445.69
R441381	$ 373,859.00	$ 0.11	$ 411.24
R475540	$ 526,454.00	$ 0.11	$ 579.10
R426236	$ 373,022.00	$ 0.11	$ 410.32
R405648	$ 350,791.00	$ 0.11	$ 385.87
R496801	$ 471,496.00	$ 0.11	$ 518.65
R405625	$ 371,731.00	$ 0.11	$ 408.90
R545959	$ 564,341.00	$ 0.11	$ 620.78
R441358	$ 385,280.00	$ 0.11	$ 423.81
R441388	$ 360,942.00	$ 0.11	$ 397.04
R405618	$ 369,670.00	$ 0.11	$ 406.64
R519722	$ 563,554.00	$ 0.11	$ 619.91
R380355	$ 486,815.00	$ 0.11	$ 535.50
R380401	$ 394,271.00	$ 0.11	$ 433.70
R476609	$ 497,883.00	$ 0.11	$ 547.67
R476584	$ 366,744.00	$ 0.11	$ 403.42
R519727	$ 571,410.00	$ 0.11	$ 628.55
R519720	$ 508,088.00	$ 0.11	$ 558.90
R418218	$ 396,812.00	$ 0.11	$ 436.49
R496785	$ 502,194.00	$ 0.11	$ 552.41
R405634	$ 366,772.00	$ 0.11	$ 403.45
R380380	$ 478,506.00	$ 0.11	$ 526.36
R380312	$ 478,305.00	$ 0.11	$ 526.14
R426225	$ 570,769.00	$ 0.11	$ 627.85
R380346	$ 432,216.00	$ 0.11	$ 475.44
R545907	$ 595,399.00	$ 0.11	$ 654.94
R441365	$ 360,430.00	$ 0.11	$ 396.47
R475522	$ 409,796.00	$ 0.11	$ 450.78
R441374	$ 444,479.00	$ 0.11	$ 488.93
R475567	$ 393,759.00	$ 0.11	$ 433.13

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418209	$ 471,556.00	$ 0.11	$ 518.71
R519706	$ 524,502.00	$ 0.11	$ 576.95
R380373	$ 490,793.00	$ 0.11	$ 539.87
R496717	$ 485,862.00	$ 0.11	$ 534.45
R475601	$ 466,096.00	$ 0.11	$ 512.71
R405609	$ 354,235.00	$ 0.11	$ 389.66
R519677	$ 515,609.00	$ 0.11	$ 567.17
R405647	$ 367,712.00	$ 0.11	$ 404.48
R441427	$ 365,917.00	$ 0.11	$ 402.51
R405613	$ 369,581.00	$ 0.11	$ 406.54
R380404	$ 478,632.00	$ 0.11	$ 526.50
R380352	$ 424,806.00	$ 0.11	$ 467.29
R476606	$ 396,942.00	$ 0.11	$ 436.64
R380367	$ 564,043.00	$ 0.11	$ 620.45
R405664	$ 367,139.00	$ 0.11	$ 403.85
R548237	$ 423,356.00	$ 0.11	$ 465.69
R441410	$ 377,451.00	$ 0.11	$ 415.20
R475588	$ 407,964.00	$ 0.11	$ 448.76
R426246	$ 484,212.00	$ 0.11	$ 532.63
R405645	$ 374,022.00	$ 0.11	$ 411.42
R405628	$ 351,522.00	$ 0.11	$ 386.67
R426263	$ 369,361.00	$ 0.11	$ 406.30
R389241	$ 485,999.00	$ 0.11	$ 534.60
R475552	$ 472,758.00	$ 0.11	$ 520.03
R441378	$ 376,503.00	$ 0.11	$ 414.15
R476625	$ 503,804.00	$ 0.11	$ 554.18
R380432	$ 424,658.00	$ 0.11	$ 467.12
R532440	$ 586,018.00	$ 0.11	$ 644.62
R380336	$ 432,595.00	$ 0.11	$ 475.85
R496807	$ 474,987.00	$ 0.11	$ 522.49
R418201	$ 367,674.00	$ 0.11	$ 404.44
R441389	$ 375,013.00	$ 0.11	$ 412.51
R527007	$ 399,310.00	$ 0.11	$ 439.24
R496818	$ 527,114.00	$ 0.11	$ 579.83
R530836	$ 371,245.00	$ 0.11	$ 408.37
R476596	$ 378,003.00	$ 0.11	$ 415.80
R441407	$ 375,943.00	$ 0.11	$ 413.54
R530804	$ 408,940.00	$ 0.11	$ 449.83
R426226	$ 446,066.00	$ 0.11	$ 490.67
R548267	$ 401,678.00	$ 0.11	$ 441.85

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R519680	$ 383,634.00	$ 0.11	$ 422.00
R416851	$ 517,938.00	$ 0.11	$ 569.73
R380370	$ 569,628.00	$ 0.11	$ 626.59
R405608	$ 359,498.00	$ 0.11	$ 395.45
R525202	$ 490,104.00	$ 0.11	$ 539.11
R380338	$ 400,946.00	$ 0.11	$ 441.04
R532438	$ 567,734.00	$ 0.11	$ 624.51
R475539	$ 389,949.00	$ 0.11	$ 428.94
R380381	$ 363,398.00	$ 0.11	$ 399.74
R548272	$ 409,069.00	$ 0.11	$ 449.98
R418217	$ 386,417.00	$ 0.11	$ 425.06
R476619	$ 405,425.00	$ 0.11	$ 445.97
R418224	$ 456,543.00	$ 0.11	$ 502.20
R475507	$ 394,844.00	$ 0.11	$ 434.33
R496784	$ 438,103.00	$ 0.11	$ 481.91
R475564	$ 452,086.00	$ 0.11	$ 497.29
R476626	$ 494,417.00	$ 0.11	$ 543.86
R519696	$ 382,170.00	$ 0.11	$ 420.39
R380313	$ 377,444.00	$ 0.11	$ 415.19
R519689	$ 471,178.00	$ 0.11	$ 518.30
R426273	$ 372,435.00	$ 0.11	$ 409.68
R496778	$ 553,430.00	$ 0.11	$ 608.77
R380326	$ 494,100.00	$ 0.11	$ 543.51
R441386	$ 379,499.00	$ 0.11	$ 417.45
R405652	$ 350,791.00	$ 0.11	$ 385.87
R531097	$ 445,823.00	$ 0.11	$ 490.41
R380344	$ 487,848.00	$ 0.11	$ 536.63
R405635	$ 364,387.00	$ 0.11	$ 400.83
R441403	$ 398,050.00	$ 0.11	$ 437.86
R441371	$ 376,503.00	$ 0.11	$ 414.15
R527011	$ 460,347.00	$ 0.11	$ 506.38
R475545	$ 443,882.00	$ 0.11	$ 488.27
R426223	$ 381,812.00	$ 0.11	$ 419.99
R496747	$ 374,512.00	$ 0.11	$ 411.96
R476581	$ 421,071.00	$ 0.11	$ 463.18
R545947	$ 473,662.00	$ 0.11	$ 521.03
R405621	$ 344,139.00	$ 0.11	$ 378.55
R496745	$ 480,261.00	$ 0.11	$ 528.29
R475610	$ 490,430.00	$ 0.11	$ 539.47
R389249	$ 492,292.00	$ 0.11	$ 541.52

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R380444	$ 418,360.00	$ 0.11	$ 460.20
R405604	$ 370,236.00	$ 0.11	$ 407.26
R405619	$ 374,022.00	$ 0.11	$ 411.42
R380377	$ 483,007.00	$ 0.11	$ 531.31
R380445	$ 355,503.00	$ 0.11	$ 391.05
R405586	$ 368,212.00	$ 0.11	$ 405.03
R476630	$ 378,208.00	$ 0.11	$ 416.03
R426271	$ 369,361.00	$ 0.11	$ 406.30
R380430	$ 446,887.00	$ 0.11	$ 491.58
R405636	$ 365,399.00	$ 0.11	$ 401.94
R441420	$ 478,749.00	$ 0.11	$ 526.62
R531093	$ 426,066.00	$ 0.11	$ 468.67
R380371	$ 558,212.00	$ 0.11	$ 614.03
R380406	$ 380,653.00	$ 0.11	$ 418.72
R389226	$ 430,785.00	$ 0.11	$ 473.86
R532448	$ 567,190.00	$ 0.11	$ 623.91
R426261	$ 372,435.00	$ 0.11	$ 409.68
R389235	$ 468,144.00	$ 0.11	$ 514.96
R441397	$ 443,960.00	$ 0.11	$ 488.36
R441399	$ 381,844.00	$ 0.11	$ 420.03
R526958	$ 400,947.00	$ 0.11	$ 441.04
R475590	$ 407,852.00	$ 0.11	$ 448.64
R405632	$ 366,806.00	$ 0.11	$ 403.49
R475533	$ 418,088.00	$ 0.11	$ 459.90
R476604	$ 378,466.00	$ 0.11	$ 416.31
R380440	$ 413,401.00	$ 0.11	$ 454.74
R405598	$ 425,544.00	$ 0.11	$ 468.10
R476579	$ 436,807.00	$ 0.11	$ 480.49
R530796	$ 372,590.00	$ 0.11	$ 409.85
R526974	$ 408,536.00	$ 0.11	$ 449.39
R441424	$ 376,031.00	$ 0.11	$ 413.63
R496792	$ 505,488.00	$ 0.11	$ 556.04
R476588	$ 373,143.00	$ 0.11	$ 410.46
R475542	$ 380,787.00	$ 0.11	$ 418.87
R525210	$ 489,977.00	$ 0.11	$ 538.97
R380323	$ 475,738.00	$ 0.11	$ 523.31
R405589	$ 370,257.00	$ 0.11	$ 407.28
R476577	$ 454,268.00	$ 0.11	$ 499.69
R475608	$ 552,936.00	$ 0.11	$ 608.23
R405650	$ 351,522.00	$ 0.11	$ 386.67

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R389244	$ 653,092.00	$ 0.11	$ 718.40
R441392	$ 362,051.00	$ 0.11	$ 398.26
R405659	$ 364,387.00	$ 0.11	$ 400.83
R441429	$ 488,980.00	$ 0.11	$ 537.88
R380382	$ 370,387.00	$ 0.11	$ 407.43
R380421	$ 432,431.00	$ 0.11	$ 475.67
R389239	$ 495,389.00	$ 0.11	$ 544.93
R405660	$ 367,139.00	$ 0.11	$ 403.85
R525153	$ 488,449.00	$ 0.11	$ 537.29
R519685	$ 471,680.00	$ 0.11	$ 518.85
R441393	$ 375,627.00	$ 0.11	$ 413.19
R426265	$ 366,841.00	$ 0.11	$ 403.53
R496736	$ 384,928.00	$ 0.11	$ 423.42
R531089	$ 510,318.00	$ 0.11	$ 561.35
R426231	$ 428,092.00	$ 0.11	$ 470.90
R496738	$ 356,029.00	$ 0.11	$ 391.63
R530825	$ 452,751.00	$ 0.11	$ 498.03
R496772	$ 508,023.00	$ 0.11	$ 558.83
R475535	$ 475,416.00	$ 0.11	$ 522.96
R475578	$ 405,736.00	$ 0.11	$ 446.31
R526994	$ 378,562.00	$ 0.11	$ 416.42
R426256	$ 356,123.00	$ 0.11	$ 391.74
R418228	$ 399,915.00	$ 0.11	$ 439.91
R532428	$ 535,454.00	$ 0.11	$ 589.00
R532445	$ 520,028.00	$ 0.11	$ 572.03
R380310	$ 429,411.00	$ 0.11	$ 472.35
R530834	$ 334,374.00	$ 0.11	$ 367.81
R496780	$ 536,824.00	$ 0.11	$ 590.51
R441387	$ 434,353.00	$ 0.11	$ 477.79
R380309	$ 422,724.00	$ 0.11	$ 465.00
R475529	$ 459,004.00	$ 0.11	$ 504.90
R380394	$ 369,364.00	$ 0.11	$ 406.30
R380341	$ 513,860.00	$ 0.11	$ 565.25
R496794	$ 499,377.00	$ 0.11	$ 549.31
R426239	$ 488,275.00	$ 0.11	$ 537.10
R418214	$ 373,258.00	$ 0.11	$ 410.58
R519724	$ 514,357.00	$ 0.11	$ 565.79
R380360	$ 561,874.00	$ 0.11	$ 618.06
R441384	$ 357,530.00	$ 0.11	$ 393.28
R530792	$ 341,742.00	$ 0.11	$ 375.92

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R531092	$ 366,374.00	$ 0.11	$ 403.01
R418221	$ 412,807.00	$ 0.11	$ 454.09
R380368	$ 385,087.00	$ 0.11	$ 423.60
R530807	$ 443,837.00	$ 0.11	$ 488.22
R530809	$ 399,408.00	$ 0.11	$ 439.35
R530841	$ 351,117.00	$ 0.11	$ 386.23
R496720	$ 399,858.00	$ 0.11	$ 439.84
R475568	$ 397,421.00	$ 0.11	$ 437.16
R418206	$ 484,591.00	$ 0.11	$ 533.05
R530839	$ 346,269.00	$ 0.11	$ 380.90
R530826	$ 408,118.00	$ 0.11	$ 448.93
R530873	$ 343,489.00	$ 0.11	$ 377.84
R405627	$ 376,865.00	$ 0.11	$ 414.55
R426266	$ 399,536.00	$ 0.11	$ 439.49
R548287	$ 422,654.00	$ 0.11	$ 464.92
R475585	$ 394,249.00	$ 0.11	$ 433.67
R532419	$ 523,772.00	$ 0.11	$ 576.15
R405644	$ 372,151.00	$ 0.11	$ 409.37
R545938	$ 499,099.00	$ 0.11	$ 549.01
R380407	$ 375,251.00	$ 0.11	$ 412.78
R426251	$ 366,802.00	$ 0.11	$ 403.48
R475516	$ 406,020.00	$ 0.11	$ 446.62
R405592	$ 371,360.00	$ 0.11	$ 408.50
R380361	$ 440,215.00	$ 0.11	$ 484.24
R441432	$ 377,659.00	$ 0.11	$ 415.42
R526982	$ 338,439.00	$ 0.11	$ 372.28
R545915	$ 580,210.00	$ 0.11	$ 638.23
R441357	$ 391,326.00	$ 0.11	$ 430.46
R380393	$ 365,120.00	$ 0.11	$ 401.63
R441339	$ 362,779.00	$ 0.11	$ 399.06
R418208	$ 473,222.00	$ 0.11	$ 520.54
R380354	$ 590,654.00	$ 0.11	$ 649.72
R380372	$ 588,258.00	$ 0.11	$ 647.08
R475534	$ 388,154.00	$ 0.11	$ 426.97
R519733	$ 522,045.00	$ 0.11	$ 574.25
R525156	$ 473,899.00	$ 0.11	$ 521.29
R525204	$ 484,753.00	$ 0.11	$ 533.23
R531090	$ 511,383.00	$ 0.11	$ 562.52
R441409	$ 400,983.00	$ 0.11	$ 441.08
R476607	$ 378,466.00	$ 0.11	$ 416.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496769	$ 365,999.00	$ 0.11	$ 402.60
R426247	$ 404,567.00	$ 0.11	$ 445.02
R475551	$ 379,199.00	$ 0.11	$ 417.12
R545919	$ 348,557.00	$ 0.11	$ 383.41
R531107	$ 580,025.00	$ 0.11	$ 638.03
R475502	$ 397,990.00	$ 0.11	$ 437.79
R530856	$ 385,437.00	$ 0.11	$ 423.98
R476590	$ 395,601.00	$ 0.11	$ 435.16
R545953	$ 557,018.00	$ 0.11	$ 612.72
R526985	$ 333,516.00	$ 0.11	$ 366.87
R519701	$ 495,114.00	$ 0.11	$ 544.63
R475602	$ 464,193.00	$ 0.11	$ 510.61
R475504	$ 373,374.00	$ 0.11	$ 410.71
R519691	$ 444,654.00	$ 0.11	$ 489.12
R530801	$ 408,995.00	$ 0.11	$ 449.89
R526979	$ 407,954.00	$ 0.11	$ 448.75
R380429	$ 352,806.00	$ 0.11	$ 388.09
R496779	$ 475,978.00	$ 0.11	$ 523.58
R519673	$ 381,311.00	$ 0.11	$ 419.44
R545911	$ 540,643.00	$ 0.11	$ 594.71
R525146	$ 443,247.00	$ 0.11	$ 487.57
R545943	$ 593,391.00	$ 0.11	$ 652.73
R545929	$ 522,068.00	$ 0.11	$ 574.27
R426237	$ 589,635.00	$ 0.11	$ 648.60
R475544	$ 472,140.00	$ 0.11	$ 519.35
R496797	$ 475,125.00	$ 0.11	$ 522.64
R526993	$ 407,210.00	$ 0.11	$ 447.93
R441354	$ 379,937.00	$ 0.11	$ 417.93
R531098	$ 377,924.00	$ 0.11	$ 415.72
R475527	$ 411,221.00	$ 0.11	$ 452.34
R530850	$ 406,160.00	$ 0.11	$ 446.78
R380428	$ 379,128.00	$ 0.11	$ 417.04
R519715	$ 388,142.00	$ 0.11	$ 426.96
R545952	$ 545,201.00	$ 0.11	$ 599.72
R476623	$ 484,065.00	$ 0.11	$ 532.47
R405596	$ 373,006.00	$ 0.11	$ 410.31
R380333	$ 401,653.00	$ 0.11	$ 441.82
R475571	$ 469,342.00	$ 0.11	$ 516.28
R380436	$ 380,071.00	$ 0.11	$ 418.08
R405611	$ 367,506.00	$ 0.11	$ 404.26

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R519734	$ 580,309.00	$ 0.11	$ 638.34
R418205	$ 372,369.00	$ 0.11	$ 409.61
R496721	$ 362,488.00	$ 0.11	$ 398.74
R475501	$ 411,766.00	$ 0.11	$ 452.94
R532418	$ 523,918.00	$ 0.11	$ 576.31
R380369	$ 472,913.00	$ 0.11	$ 520.20
R475518	$ 369,313.00	$ 0.11	$ 406.24
R496755	$ 434,766.00	$ 0.11	$ 478.24
R475498	$ 379,409.00	$ 0.11	$ 417.35
R526957	$ 442,433.00	$ 0.11	$ 486.68
R525149	$ 482,849.00	$ 0.11	$ 531.13
R532458	$ 592,491.00	$ 0.11	$ 651.74
R532433	$ 409,517.00	$ 0.11	$ 450.47
R530854	$ 407,244.00	$ 0.11	$ 447.97
R532454	$ 494,049.00	$ 0.11	$ 543.45
R525142	$ 564,807.00	$ 0.11	$ 621.29
R526989	$ 416,751.00	$ 0.11	$ 458.43
R389229	$ 488,420.00	$ 0.11	$ 537.26
R532415	$ 519,726.00	$ 0.11	$ 571.70
R496775	$ 471,912.00	$ 0.11	$ 519.10
R548249	$ 453,871.00	$ 0.11	$ 499.26
R548281	$ 408,857.00	$ 0.11	$ 449.74
R545958	$ 501,412.00	$ 0.11	$ 551.55
R380311	$ 422,340.00	$ 0.11	$ 464.57
R405649	$ 377,104.00	$ 0.11	$ 414.81
R475591	$ 407,236.00	$ 0.11	$ 447.96
R545940	$ 483,363.00	$ 0.11	$ 531.70
R530861	$ 432,728.00	$ 0.11	$ 476.00
R519688	$ 524,210.00	$ 0.11	$ 576.63
R426243	$ 442,822.00	$ 0.11	$ 487.10
R475583	$ 490,838.00	$ 0.11	$ 539.92
R527008	$ 349,624.00	$ 0.11	$ 384.59
R475508	$ 409,306.00	$ 0.11	$ 450.24
R496760	$ 468,386.00	$ 0.11	$ 515.22
R380392	$ 436,570.00	$ 0.11	$ 480.23
R527006	$ 370,963.00	$ 0.11	$ 408.06
R530830	$ 399,855.00	$ 0.11	$ 439.84
R519697	$ 463,943.00	$ 0.11	$ 510.34
R531084	$ 376,963.00	$ 0.11	$ 414.66
R530869	$ 362,287.00	$ 0.11	$ 398.52

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496767	$ 394,719.00	$ 0.11	$ 434.19
R475574	$ 508,870.00	$ 0.11	$ 559.76
R496733	$ 416,443.00	$ 0.11	$ 458.09
R548259	$ 343,536.00	$ 0.11	$ 377.89
R416852	$ 563,625.00	$ 0.11	$ 619.99
R530860	$ 326,228.00	$ 0.11	$ 358.85
R476620	$ 399,614.00	$ 0.11	$ 439.58
R475515	$ 455,805.00	$ 0.11	$ 501.39
R475524	$ 511,427.00	$ 0.11	$ 562.57
R389237	$ 482,210.00	$ 0.11	$ 530.43
R380417	$ 456,030.00	$ 0.11	$ 501.63
R405643	$ 383,352.00	$ 0.11	$ 421.69
R496751	$ 465,044.00	$ 0.11	$ 511.55
R525157	$ 524,454.00	$ 0.11	$ 576.90
R380339	$ 465,021.00	$ 0.11	$ 511.52
R426259	$ 373,593.00	$ 0.11	$ 410.95
R476595	$ 374,258.00	$ 0.11	$ 411.68
R475558	$ 375,715.00	$ 0.11	$ 413.29
R496740	$ 367,468.00	$ 0.11	$ 404.21
R519702	$ 367,911.00	$ 0.11	$ 404.70
R441363	$ 366,375.00	$ 0.11	$ 403.01
R476627	$ 378,709.00	$ 0.11	$ 416.58
R476638	$ 357,265.00	$ 0.11	$ 392.99
R441367	$ 386,016.00	$ 0.11	$ 424.62
R426250	$ 367,898.00	$ 0.11	$ 404.69
R531104	$ 480,986.00	$ 0.11	$ 529.08
R380314	$ 591,223.00	$ 0.11	$ 650.35
R496808	$ 465,659.00	$ 0.11	$ 512.22
R496756	$ 509,644.00	$ 0.11	$ 560.61
R426264	$ 352,613.00	$ 0.11	$ 387.87
R389240	$ 441,274.00	$ 0.11	$ 485.40
R526968	$ 353,096.00	$ 0.11	$ 388.41
R441362	$ 381,315.00	$ 0.11	$ 419.45
R496803	$ 504,023.00	$ 0.11	$ 554.43
R476592	$ 376,629.00	$ 0.11	$ 414.29
R496739	$ 490,957.00	$ 0.11	$ 540.05
R530843	$ 389,851.00	$ 0.11	$ 428.84
R476622	$ 397,990.00	$ 0.11	$ 437.79
R545970	$ 417,044.00	$ 0.11	$ 458.75
R548238	$ 375,609.00	$ 0.11	$ 413.17

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545972	$ 514,654.00	$ 0.11	$ 566.12
R545955	$ 483,513.00	$ 0.11	$ 531.86
R545921	$ 598,254.00	$ 0.11	$ 658.08
R548253	$ 407,693.00	$ 0.11	$ 448.46
R545936	$ 524,678.00	$ 0.11	$ 577.15
R519716	$ 482,523.00	$ 0.11	$ 530.78
R476575	$ 423,275.00	$ 0.11	$ 465.60
R519718	$ 492,070.00	$ 0.11	$ 541.28
R532460	$ 593,548.00	$ 0.11	$ 652.90
R441337	$ 375,701.00	$ 0.11	$ 413.27
R380374	$ 511,906.00	$ 0.11	$ 563.10
R519693	$ 470,570.00	$ 0.11	$ 517.63
R531114	$ 531,763.00	$ 0.11	$ 584.94
R380342	$ 470,323.00	$ 0.11	$ 517.36
R475593	$ 402,157.00	$ 0.11	$ 442.37
R519710	$ 368,343.00	$ 0.11	$ 405.18
R441352	$ 359,768.00	$ 0.11	$ 395.74
R545910	$ 587,888.00	$ 0.11	$ 646.68
R532459	$ 622,413.00	$ 0.11	$ 684.65
R519674	$ 629,959.00	$ 0.11	$ 692.95
R441351	$ 376,031.00	$ 0.11	$ 413.63
R526980	$ 451,505.00	$ 0.11	$ 496.66
R526962	$ 339,202.00	$ 0.11	$ 373.12
R531099	$ 494,044.00	$ 0.11	$ 543.45
R405654	$ 371,196.00	$ 0.11	$ 408.32
R525147	$ 467,580.00	$ 0.11	$ 514.34
R389234	$ 530,471.00	$ 0.11	$ 583.52
R475550	$ 469,063.00	$ 0.11	$ 515.97
R519703	$ 378,261.00	$ 0.11	$ 416.09
R496716	$ 461,403.00	$ 0.11	$ 507.54
R441348	$ 371,822.00	$ 0.11	$ 409.00
R441398	$ 413,616.00	$ 0.11	$ 454.98
R380345	$ 585,266.00	$ 0.11	$ 643.79
R496723	$ 346,005.00	$ 0.11	$ 380.61
R405651	$ 371,731.00	$ 0.11	$ 408.90
R526998	$ 327,062.00	$ 0.11	$ 359.77
R532449	$ 545,005.00	$ 0.11	$ 599.51
R426228	$ 651,891.00	$ 0.11	$ 717.08
R476594	$ 500,847.00	$ 0.11	$ 550.93
R531103	$ 454,982.00	$ 0.11	$ 500.48

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545906	$ 569,176.00	$ 0.11	$ 626.09
R496734	$ 378,752.00	$ 0.11	$ 416.63
R548276	$ 399,860.00	$ 0.11	$ 439.85
R530827	$ 466,073.00	$ 0.11	$ 512.68
R530838	$ 400,596.00	$ 0.11	$ 440.66
R525201	$ 375,682.00	$ 0.11	$ 413.25
R418207	$ 386,529.00	$ 0.11	$ 425.18
R476629	$ 351,604.00	$ 0.11	$ 386.76
R496815	$ 469,248.00	$ 0.11	$ 516.17
R475599	$ 472,202.00	$ 0.11	$ 519.42
R496817	$ 470,333.00	$ 0.11	$ 517.37
R380337	$ 367,916.00	$ 0.11	$ 404.71
R496776	$ 484,714.00	$ 0.11	$ 533.19
R519704	$ 438,002.00	$ 0.11	$ 481.80
R418216	$ 398,347.00	$ 0.11	$ 438.18
R441431	$ 355,166.00	$ 0.11	$ 390.68
R530819	$ 393,742.00	$ 0.11	$ 433.12
R530821	$ 339,292.00	$ 0.11	$ 373.22
R530812	$ 402,129.00	$ 0.11	$ 442.34
R548239	$ 354,878.00	$ 0.11	$ 390.37
R441408	$ 450,744.00	$ 0.11	$ 495.82
R545975	$ 414,860.00	$ 0.11	$ 456.35
R548248	$ 357,616.00	$ 0.11	$ 393.38
R475597	$ 544,397.00	$ 0.11	$ 598.84
R530844	$ 420,328.00	$ 0.11	$ 462.36
R548236	$ 427,701.00	$ 0.11	$ 470.47
R519684	$ 515,720.00	$ 0.11	$ 567.29
R380317	$ 375,233.00	$ 0.11	$ 412.76
R380422	$ 513,271.00	$ 0.11	$ 564.60
R496788	$ 467,348.00	$ 0.11	$ 514.08
R418202	$ 355,106.00	$ 0.11	$ 390.62
R530824	$ 336,849.00	$ 0.11	$ 370.53
R441396	$ 374,237.00	$ 0.11	$ 411.66
R519699	$ 481,023.00	$ 0.11	$ 529.13
R496771	$ 517,818.00	$ 0.11	$ 569.60
R475586	$ 409,166.00	$ 0.11	$ 450.08
R519698	$ 381,336.00	$ 0.11	$ 419.47
R418222	$ 457,198.00	$ 0.11	$ 502.92
R475603	$ 370,520.00	$ 0.11	$ 407.57
R526986	$ 324,598.00	$ 0.11	$ 357.06

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418203	$ 360,457.00	$ 0.11	$ 396.50
R530806	$ 383,501.00	$ 0.11	$ 421.85
R526969	$ 402,733.00	$ 0.11	$ 443.01
R530876	$ 462,151.00	$ 0.11	$ 508.37
R532435	$ 513,841.00	$ 0.11	$ 565.23
R441359	$ 359,768.00	$ 0.11	$ 395.74
R380419	$ 363,109.00	$ 0.11	$ 399.42
R526988	$ 440,026.00	$ 0.11	$ 484.03
R545937	$ 436,245.00	$ 0.11	$ 479.87
R548252	$ 337,639.00	$ 0.11	$ 371.40
R380316	$ 362,938.00	$ 0.11	$ 399.23
R532420	$ 489,004.00	$ 0.11	$ 537.90
R548254	$ 395,813.00	$ 0.11	$ 435.39
R441395	$ 380,755.00	$ 0.11	$ 418.83
R441347	$ 442,634.00	$ 0.11	$ 486.90
R531113	$ 533,740.00	$ 0.11	$ 587.11
R496790	$ 480,242.00	$ 0.11	$ 528.27
R418223	$ 375,276.00	$ 0.11	$ 412.80
R405603	$ 409,025.00	$ 0.11	$ 449.93
R426222	$ 628,291.00	$ 0.11	$ 691.12
R380358	$ 459,825.00	$ 0.11	$ 505.81
R380376	$ 425,092.00	$ 0.11	$ 467.60
R475563	$ 527,754.00	$ 0.11	$ 580.53
R380357	$ 460,197.00	$ 0.11	$ 506.22
R380325	$ 535,918.00	$ 0.11	$ 589.51
R389247	$ 509,448.00	$ 0.11	$ 560.39
R405585	$ 374,022.00	$ 0.11	$ 411.42
R441385	$ 404,754.00	$ 0.11	$ 445.23
R380396	$ 368,741.00	$ 0.11	$ 405.62
R530814	$ 439,444.00	$ 0.11	$ 483.39
R418230	$ 358,984.00	$ 0.11	$ 394.88
R496811	$ 456,177.00	$ 0.11	$ 501.79
R441436	$ 376,849.00	$ 0.11	$ 414.53
R475562	$ 472,282.00	$ 0.11	$ 519.51
R476614	$ 380,339.00	$ 0.11	$ 418.37
R519726	$ 475,000.00	$ 0.11	$ 522.50
R475526	$ 426,217.00	$ 0.11	$ 468.84
R441421	$ 369,871.00	$ 0.11	$ 406.86
R532425	$ 514,227.00	$ 0.11	$ 565.65
R475530	$ 478,550.00	$ 0.11	$ 526.41

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R426254	$ 370,400.00	$ 0.11	$ 407.44
R476599	$ 377,680.00	$ 0.11	$ 415.45
R475595	$ 406,041.00	$ 0.11	$ 446.65
R476632	$ 396,942.00	$ 0.11	$ 436.64
R476631	$ 448,530.00	$ 0.11	$ 493.38
R475512	$ 403,262.00	$ 0.11	$ 443.59
R380411	$ 345,240.00	$ 0.11	$ 379.76
R426240	$ 474,609.00	$ 0.11	$ 522.07
R496728	$ 360,659.00	$ 0.11	$ 396.72
R418229	$ 456,937.00	$ 0.11	$ 502.63
R405638	$ 375,129.00	$ 0.11	$ 412.64
R519708	$ 379,912.00	$ 0.11	$ 417.90
R441435	$ 366,299.00	$ 0.11	$ 402.93
R418211	$ 401,964.00	$ 0.11	$ 442.16
R380340	$ 438,621.00	$ 0.11	$ 482.48
R426241	$ 440,102.00	$ 0.11	$ 484.11
R530864	$ 417,619.00	$ 0.11	$ 459.38
R531083	$ 480,195.00	$ 0.11	$ 528.21
R530832	$ 349,029.00	$ 0.11	$ 383.93
R530800	$ 337,100.00	$ 0.11	$ 370.81
R519695	$ 377,826.00	$ 0.11	$ 415.61
R496724	$ 378,593.00	$ 0.11	$ 416.45
R405623	$ 371,731.00	$ 0.11	$ 408.90
R531111	$ 386,096.00	$ 0.11	$ 424.71
R475517	$ 469,914.00	$ 0.11	$ 516.91
R531086	$ 378,114.00	$ 0.11	$ 415.93
R530862	$ 397,004.00	$ 0.11	$ 436.70
R380399	$ 471,272.00	$ 0.11	$ 518.40
R380426	$ 375,775.00	$ 0.11	$ 413.35
R418227	$ 372,491.00	$ 0.11	$ 409.74
R526981	$ 348,033.00	$ 0.11	$ 382.84
R545964	$ 437,213.00	$ 0.11	$ 480.93
R548264	$ 398,219.00	$ 0.11	$ 438.04
R545932	$ 486,746.00	$ 0.11	$ 535.42
R548266	$ 352,769.00	$ 0.11	$ 388.05
R548234	$ 452,491.00	$ 0.11	$ 497.74
R519686	$ 380,390.00	$ 0.11	$ 418.43
R476618	$ 400,376.00	$ 0.11	$ 440.41
R441390	$ 404,925.00	$ 0.11	$ 445.42
R519729	$ 489,693.00	$ 0.11	$ 538.66

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530805	$ 397,647.00	$ 0.11	$ 437.41
R441430	$ 360,027.00	$ 0.11	$ 396.03
R526959	$ 351,551.00	$ 0.11	$ 386.71
R525158	$ 527,390.00	$ 0.11	$ 580.13
R526966	$ 333,924.00	$ 0.11	$ 367.32
R441341	$ 452,567.00	$ 0.11	$ 497.82
R405601	$ 364,387.00	$ 0.11	$ 400.83
R405626	$ 351,522.00	$ 0.11	$ 386.67
R496759	$ 463,793.00	$ 0.11	$ 510.17
R476601	$ 423,765.00	$ 0.11	$ 466.14
R530877	$ 374,813.00	$ 0.11	$ 412.29
R532456	$ 417,584.00	$ 0.11	$ 459.34
R530870	$ 350,619.00	$ 0.11	$ 385.68
R532424	$ 406,391.00	$ 0.11	$ 447.03
R548240	$ 367,097.00	$ 0.11	$ 403.81
R418199	$ 485,314.00	$ 0.11	$ 533.85
R548258	$ 473,205.00	$ 0.11	$ 520.53
R530863	$ 405,512.00	$ 0.11	$ 446.06
R416858	$ 632,840.00	$ 0.11	$ 696.12
R496791	$ 375,934.00	$ 0.11	$ 413.53
R475614	$ 395,423.00	$ 0.11	$ 434.97
R532436	$ 421,011.00	$ 0.11	$ 463.11
R526987	$ 424,749.00	$ 0.11	$ 467.22
R532453	$ 434,218.00	$ 0.11	$ 477.64
R530875	$ 447,066.00	$ 0.11	$ 491.77
R548268	$ 399,443.00	$ 0.11	$ 439.39
R441411	$ 360,430.00	$ 0.11	$ 396.47
R405646	$ 366,772.00	$ 0.11	$ 403.45
R380435	$ 436,596.00	$ 0.11	$ 480.26
R380383	$ 379,352.00	$ 0.11	$ 417.29
R531105	$ 424,911.00	$ 0.11	$ 467.40
R476605	$ 438,029.00	$ 0.11	$ 481.83
R426232	$ 509,415.00	$ 0.11	$ 560.36
R475570	$ 448,477.00	$ 0.11	$ 493.32
R476603	$ 378,208.00	$ 0.11	$ 416.03
R475584	$ 372,411.00	$ 0.11	$ 409.65
R475609	$ 481,485.00	$ 0.11	$ 529.63
R531101	$ 436,195.00	$ 0.11	$ 479.81
R532422	$ 455,926.00	$ 0.11	$ 501.52
R496768	$ 519,582.00	$ 0.11	$ 571.54

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R532429	$ 547,263.00	$ 0.11	$ 601.99
R475505	$ 483,818.00	$ 0.11	$ 532.20
R389236	$ 427,628.00	$ 0.11	$ 470.39
R476610	$ 368,522.00	$ 0.11	$ 405.37
R527000	$ 434,250.00	$ 0.11	$ 477.68
R531112	$ 383,459.00	$ 0.11	$ 421.80
R405631	$ 354,235.00	$ 0.11	$ 389.66
R496793	$ 508,256.00	$ 0.11	$ 559.08
R531094	$ 542,867.00	$ 0.11	$ 597.15
R532447	$ 517,194.00	$ 0.11	$ 568.91
R380414	$ 332,793.00	$ 0.11	$ 366.07
R475523	$ 457,593.00	$ 0.11	$ 503.35
R475616	$ 360,880.00	$ 0.11	$ 396.97
R545951	$ 563,558.00	$ 0.11	$ 619.91
R530847	$ 339,811.00	$ 0.11	$ 373.79
R530793	$ 328,647.00	$ 0.11	$ 361.51
R476628	$ 405,179.00	$ 0.11	$ 445.70
R475541	$ 402,936.00	$ 0.11	$ 443.23
R496725	$ 393,814.00	$ 0.11	$ 433.20
R548242	$ 336,653.00	$ 0.11	$ 370.32
R530879	$ 406,150.00	$ 0.11	$ 446.77
R548256	$ 402,928.00	$ 0.11	$ 443.22
R496718	$ 467,014.00	$ 0.11	$ 513.72
R441382	$ 444,269.00	$ 0.11	$ 488.70
R548262	$ 422,654.00	$ 0.11	$ 464.92
R475561	$ 394,691.00	$ 0.11	$ 434.16
R416854	$ 499,580.00	$ 0.11	$ 549.54
R545978	$ 588,533.00	$ 0.11	$ 647.39
R476616	$ 381,414.00	$ 0.11	$ 419.56
R530798	$ 414,743.00	$ 0.11	$ 456.22
R441401	$ 353,014.00	$ 0.11	$ 388.32
R476634	$ 378,208.00	$ 0.11	$ 416.03
R441370	$ 386,016.00	$ 0.11	$ 424.62
R545928	$ 502,891.00	$ 0.11	$ 553.18
R519692	$ 466,444.00	$ 0.11	$ 513.09
R519675	$ 455,493.00	$ 0.11	$ 501.04
R405637	$ 354,235.00	$ 0.11	$ 389.66
R496748	$ 368,529.00	$ 0.11	$ 405.38
R525213	$ 479,076.00	$ 0.11	$ 526.98
R475510	$ 385,898.00	$ 0.11	$ 424.49

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530831	$ 333,238.00	$ 0.11	$ 366.56
R418231	$ 398,566.00	$ 0.11	$ 438.42
R496731	$ 388,899.00	$ 0.11	$ 427.79
R532434	$ 418,350.00	$ 0.11	$ 460.19
R527004	$ 376,680.00	$ 0.11	$ 414.35
R525206	$ 490,135.00	$ 0.11	$ 539.15
R548285	$ 338,413.00	$ 0.11	$ 372.25
R525154	$ 597,020.00	$ 0.11	$ 656.72
R380403	$ 367,739.00	$ 0.11	$ 404.51
R380315	$ 409,286.00	$ 0.11	$ 450.21
R426262	$ 436,140.00	$ 0.11	$ 479.75
R532417	$ 564,727.00	$ 0.11	$ 621.20
R496749	$ 467,280.00	$ 0.11	$ 514.01
R527001	$ 388,440.00	$ 0.11	$ 427.28
R496819	$ 487,262.00	$ 0.11	$ 535.99
R476636	$ 399,708.00	$ 0.11	$ 439.68
R380415	$ 365,752.00	$ 0.11	$ 402.33
R405607	$ 367,506.00	$ 0.11	$ 404.26
R519679	$ 548,959.00	$ 0.11	$ 603.85
R496774	$ 452,980.00	$ 0.11	$ 498.28
R531102	$ 518,698.00	$ 0.11	$ 570.57
R441433	$ 366,765.00	$ 0.11	$ 403.44
R530855	$ 388,019.00	$ 0.11	$ 426.82
R405641	$ 381,353.00	$ 0.11	$ 419.49
R530810	$ 349,065.00	$ 0.11	$ 383.97
R530853	$ 348,959.00	$ 0.11	$ 383.85
R548275	$ 443,690.00	$ 0.11	$ 488.06
R532441	$ 576,242.00	$ 0.11	$ 633.87
R426227	$ 459,925.00	$ 0.11	$ 505.92
R545950	$ 402,782.00	$ 0.11	$ 443.06
R545973	$ 404,994.00	$ 0.11	$ 445.49
R545914	$ 598,239.00	$ 0.11	$ 658.06
R475592	$ 368,687.00	$ 0.11	$ 405.56
R532421	$ 524,141.00	$ 0.11	$ 576.56
R380330	$ 507,505.00	$ 0.11	$ 558.26
R380431	$ 395,692.00	$ 0.11	$ 435.26
R405593	$ 404,204.00	$ 0.11	$ 444.62
R526972	$ 424,657.00	$ 0.11	$ 467.12
R496726	$ 492,565.00	$ 0.11	$ 541.82
R476611	$ 485,555.00	$ 0.11	$ 534.11

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545957	$ 532,654.00	$ 0.11	$ 585.92
R441415	$ 375,812.00	$ 0.11	$ 413.39
R532455	$ 439,593.00	$ 0.11	$ 483.55
R519731	$ 646,811.00	$ 0.11	$ 711.49
R476586	$ 467,163.00	$ 0.11	$ 513.88
R530803	$ 346,210.00	$ 0.11	$ 380.83
R416850	$ 411,687.00	$ 0.11	$ 452.86
R530835	$ 408,439.00	$ 0.11	$ 449.28
R532457	$ 434,218.00	$ 0.11	$ 477.64
R530871	$ 386,634.00	$ 0.11	$ 425.30
R527017	$ 354,713.00	$ 0.11	$ 390.18
R418225	$ 441,456.00	$ 0.11	$ 485.60
R530837	$ 338,439.00	$ 0.11	$ 372.28
R380395	$ 359,160.00	$ 0.11	$ 395.08
R526995	$ 353,270.00	$ 0.11	$ 388.60
R526963	$ 334,172.00	$ 0.11	$ 367.59
R525199	$ 388,396.00	$ 0.11	$ 427.24
R476615	$ 470,739.00	$ 0.11	$ 517.81
R525148	$ 469,689.00	$ 0.11	$ 516.66
R476580	$ 379,960.00	$ 0.11	$ 417.96
R496813	$ 559,231.00	$ 0.11	$ 615.15
R441419	$ 372,422.00	$ 0.11	$ 409.66
R530817	$ 422,432.00	$ 0.11	$ 464.68
R545945	$ 434,686.00	$ 0.11	$ 478.15
R405605	$ 354,235.00	$ 0.11	$ 389.66
R545963	$ 443,718.00	$ 0.11	$ 488.09
R496781	$ 474,787.00	$ 0.11	$ 522.27
R527012	$ 438,335.00	$ 0.11	$ 482.17
R416855	$ 373,346.00	$ 0.11	$ 410.68
R380359	$ 436,177.00	$ 0.11	$ 479.79
R530799	$ 337,100.00	$ 0.11	$ 370.81
R496753	$ 467,352.00	$ 0.11	$ 514.09
R476640	$ 498,939.00	$ 0.11	$ 548.83
R476589	$ 478,807.00	$ 0.11	$ 526.69
R519700	$ 371,331.00	$ 0.11	$ 408.46
R405662	$ 365,599.00	$ 0.11	$ 402.16
R496719	$ 362,983.00	$ 0.11	$ 399.28
R418220	$ 368,903.00	$ 0.11	$ 405.79
R531091	$ 393,453.00	$ 0.11	$ 432.80
R475503	$ 478,567.00	$ 0.11	$ 526.42

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R475554	$ 374,656.00	$ 0.11	$ 412.12
R530857	$ 331,887.00	$ 0.11	$ 365.08
R531106	$ 453,643.00	$ 0.11	$ 499.01
R527003	$ 379,376.00	$ 0.11	$ 417.31
R545922	$ 484,199.00	$ 0.11	$ 532.62
R380318	$ 448,876.00	$ 0.11	$ 493.76
R441346	$ 438,309.00	$ 0.11	$ 482.14
R525205	$ 504,351.00	$ 0.11	$ 554.79
R530823	$ 350,773.00	$ 0.11	$ 385.85
R476608	$ 351,604.00	$ 0.11	$ 386.76
R405630	$ 341,355.00	$ 0.11	$ 375.49
R380402	$ 367,333.00	$ 0.11	$ 404.07
R496743	$ 427,348.00	$ 0.11	$ 470.08
R475566	$ 466,926.00	$ 0.11	$ 513.62
R475509	$ 373,617.00	$ 0.11	$ 410.98
R496757	$ 566,431.00	$ 0.11	$ 623.07
R519705	$ 409,180.00	$ 0.11	$ 450.10
R380329	$ 497,236.00	$ 0.11	$ 546.96
R519730	$ 635,664.00	$ 0.11	$ 699.23
R389243	$ 554,994.00	$ 0.11	$ 610.49
R441364	$ 483,319.00	$ 0.11	$ 531.65
R441425	$ 412,088.00	$ 0.11	$ 453.30
R380443	$ 391,576.00	$ 0.11	$ 430.73
R525211	$ 493,074.00	$ 0.11	$ 542.38
R496750	$ 454,074.00	$ 0.11	$ 499.48
R519712	$ 363,665.00	$ 0.11	$ 400.03
R405624	$ 350,791.00	$ 0.11	$ 385.87
R475559	$ 449,764.00	$ 0.11	$ 494.74
R530822	$ 479,959.00	$ 0.11	$ 527.95
R530797	$ 341,682.00	$ 0.11	$ 375.85
R380347	$ 486,145.00	$ 0.11	$ 534.76
R380425	$ 432,438.00	$ 0.11	$ 475.68
R532437	$ 542,923.00	$ 0.11	$ 597.22
R519683	$ 487,716.00	$ 0.11	$ 536.49
R380335	$ 467,486.00	$ 0.11	$ 514.23
R531108	$ 377,141.00	$ 0.11	$ 414.86
R526971	$ 333,675.00	$ 0.11	$ 367.04
R496804	$ 463,276.00	$ 0.11	$ 509.60
R527005	$ 416,291.00	$ 0.11	$ 457.92
R545969	$ 439,651.00	$ 0.11	$ 483.62

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545954	$ 657,697.00	$ 0.11	$ 723.47
R496787	$ 517,241.00	$ 0.11	$ 568.97
R548286	$ 469,583.00	$ 0.11	$ 516.54
R548271	$ 375,764.00	$ 0.11	$ 413.34
R441412	$ 441,730.00	$ 0.11	$ 485.90
R476591	$ 375,998.00	$ 0.11	$ 413.60
R496806	$ 482,590.00	$ 0.11	$ 530.85
R475520	$ 397,248.00	$ 0.11	$ 436.97
R525207	$ 383,048.00	$ 0.11	$ 421.35
R548269	$ 408,066.00	$ 0.11	$ 448.87
R527018	$ 354,694.00	$ 0.11	$ 390.16
R532450	$ 533,007.00	$ 0.11	$ 586.31
R530842	$ 350,278.00	$ 0.11	$ 385.31
R545942	$ 499,156.00	$ 0.11	$ 549.07
R531096	$ 384,373.00	$ 0.11	$ 422.81
R380391	$ 433,321.00	$ 0.11	$ 476.65
R475557	$ 366,813.00	$ 0.11	$ 403.49
R405590	$ 374,022.00	$ 0.11	$ 411.42
R426260	$ 356,123.00	$ 0.11	$ 391.74
R475600	$ 422,921.00	$ 0.11	$ 465.21
R441355	$ 415,969.00	$ 0.11	$ 457.57
R476637	$ 453,580.00	$ 0.11	$ 498.94
R532413	$ 530,889.00	$ 0.11	$ 583.98
R545920	$ 561,527.00	$ 0.11	$ 617.68
R441344	$ 451,841.00	$ 0.11	$ 497.03
R426212	$ 581,409.00	$ 0.11	$ 639.55
R532452	$ 512,676.00	$ 0.11	$ 563.94
R475537	$ 382,218.00	$ 0.11	$ 420.44
R380365	$ 454,206.00	$ 0.11	$ 499.63
R525155	$ 539,004.00	$ 0.11	$ 592.90
R426235	$ 485,977.00	$ 0.11	$ 534.57
R418210	$ 457,687.00	$ 0.11	$ 503.46
R441391	$ 357,530.00	$ 0.11	$ 393.28
R527009	$ 382,206.00	$ 0.11	$ 420.43
R519728	$ 384,600.00	$ 0.11	$ 423.06
R441405	$ 360,430.00	$ 0.11	$ 396.47
R380363	$ 566,254.00	$ 0.11	$ 622.88
R475607	$ 382,022.00	$ 0.11	$ 420.22
R441373	$ 350,091.00	$ 0.11	$ 385.10
R441380	$ 444,269.00	$ 0.11	$ 488.70

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R525209	$ 611,146.00	$ 0.11	$ 672.26
R380356	$ 383,699.00	$ 0.11	$ 422.07
R475532	$ 549,160.00	$ 0.11	$ 604.08
R476587	$ 377,400.00	$ 0.11	$ 415.14
R496809	$ 539,179.00	$ 0.11	$ 593.10
R441342	$ 376,806.00	$ 0.11	$ 414.49
R526967	$ 372,549.00	$ 0.11	$ 409.80
R475497	$ 406,735.00	$ 0.11	$ 447.41
R380442	$ 398,736.00	$ 0.11	$ 438.61
R548273	$ 445,562.00	$ 0.11	$ 490.12
R380378	$ 550,306.00	$ 0.11	$ 605.34
R545948	$ 403,133.00	$ 0.11	$ 443.45
R475565	$ 395,432.00	$ 0.11	$ 434.98
R441372	$ 405,141.00	$ 0.11	$ 445.66
R519713	$ 363,743.00	$ 0.11	$ 400.12
R476602	$ 389,131.00	$ 0.11	$ 428.04
R532414	$ 586,192.00	$ 0.11	$ 644.81
R441340	$ 362,820.00	$ 0.11	$ 399.10
R525203	$ 378,864.00	$ 0.11	$ 416.75
R496742	$ 409,499.00	$ 0.11	$ 450.45
R532416	$ 524,168.00	$ 0.11	$ 576.58
R530846	$ 338,439.00	$ 0.11	$ 372.28
R405666	$ 371,756.00	$ 0.11	$ 408.93
R532446	$ 495,639.00	$ 0.11	$ 545.20
R426252	$ 346,544.00	$ 0.11	$ 381.20
R545916	$ 531,579.00	$ 0.11	$ 584.74
R548284	$ 335,995.00	$ 0.11	$ 369.59
R548282	$ 400,519.00	$ 0.11	$ 440.57
R526990	$ 410,087.00	$ 0.11	$ 451.10
R496810	$ 450,028.00	$ 0.11	$ 495.03
R531095	$ 439,420.00	$ 0.11	$ 483.36
R548250	$ 466,927.00	$ 0.11	$ 513.62
R405600	$ 368,212.00	$ 0.11	$ 405.03
R545941	$ 515,897.00	$ 0.11	$ 567.49
R519711	$ 397,707.00	$ 0.11	$ 437.48
R548241	$ 369,654.00	$ 0.11	$ 406.62
R545939	$ 546,605.00	$ 0.11	$ 601.27
R519681	$ 378,206.00	$ 0.11	$ 416.03
R475499	$ 481,280.00	$ 0.11	$ 529.41
R441406	$ 415,784.00	$ 0.11	$ 457.36

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R526999	$ 393,946.00	$ 0.11	$ 433.34
R475531	$ 460,230.00	$ 0.11	$ 506.25
R526992	$ 408,734.00	$ 0.11	$ 449.61
R530852	$ 338,439.00	$ 0.11	$ 372.28
R380434	$ 370,352.00	$ 0.11	$ 407.39
R548251	$ 393,025.00	$ 0.11	$ 432.33
R380320	$ 400,696.00	$ 0.11	$ 440.77
R530820	$ 338,592.00	$ 0.11	$ 372.45
R380331	$ 422,897.00	$ 0.11	$ 465.19
R441383	$ 375,513.00	$ 0.11	$ 413.06
R405616	$ 354,235.00	$ 0.11	$ 389.66
R475581	$ 407,145.00	$ 0.11	$ 447.86
R530794	$ 405,413.00	$ 0.11	$ 445.95
R426270	$ 392,817.00	$ 0.11	$ 432.10
R475547	$ 497,136.00	$ 0.11	$ 546.85
R496799	$ 463,989.00	$ 0.11	$ 510.39
R525208	$ 481,419.00	$ 0.11	$ 529.56
R475606	$ 414,735.00	$ 0.11	$ 456.21
R525150	$ 515,255.00	$ 0.11	$ 566.78
R380390	$ 372,854.00	$ 0.11	$ 410.14
R405591	$ 345,654.00	$ 0.11	$ 380.22
R426268	$ 352,613.00	$ 0.11	$ 387.87
R475580	$ 420,250.00	$ 0.11	$ 462.28
R405639	$ 415,555.00	$ 0.11	$ 457.11
R530851	$ 396,441.00	$ 0.11	$ 436.09
R475577	$ 377,279.00	$ 0.11	$ 415.01
R532426	$ 535,527.00	$ 0.11	$ 589.08
R532411	$ 536,846.00	$ 0.11	$ 590.53
R548263	$ 445,108.00	$ 0.11	$ 489.62
R389232	$ 450,199.00	$ 0.11	$ 495.22
R526978	$ 333,078.00	$ 0.11	$ 366.39
R476582	$ 397,872.00	$ 0.11	$ 437.66
R545962	$ 518,482.00	$ 0.11	$ 570.33
R525145	$ 486,481.00	$ 0.11	$ 535.13
R526961	$ 409,904.00	$ 0.11	$ 450.89
R405653	$ 368,730.00	$ 0.11	$ 405.60
R548278	$ 343,350.00	$ 0.11	$ 377.69
R532462	$ 621,089.00	$ 0.11	$ 683.20
R496746	$ 397,179.00	$ 0.11	$ 436.90
R380410	$ 368,891.00	$ 0.11	$ 405.78

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418212	$ 373,078.00	$ 0.11	$ 410.39
R519690	$ 544,361.00	$ 0.11	$ 598.80
R545944	$ 434,486.00	$ 0.11	$ 477.93
R441404	$ 413,938.00	$ 0.11	$ 455.33
R380343	$ 590,804.00	$ 0.11	$ 649.88
R416856	$ 580,330.00	$ 0.11	$ 638.36
R532461	$ 460,079.00	$ 0.11	$ 506.09
R526997	$ 347,843.00	$ 0.11	$ 382.63
R545930	$ 590,257.00	$ 0.11	$ 649.28
R441353	$ 434,216.00	$ 0.11	$ 477.64
R530868	$ 355,547.00	$ 0.11	$ 391.10
R496764	$ 486,527.00	$ 0.11	$ 535.18
R545905	$ 581,793.00	$ 0.11	$ 639.97
R545971	$ 420,552.00	$ 0.11	$ 462.61
R441361	$ 386,016.00	$ 0.11	$ 424.62
R530840	$ 334,544.00	$ 0.11	$ 368.00
R496770	$ 472,268.00	$ 0.11	$ 519.49
R388470	$ 537,936.00	$ 0.11	$ 591.73
R545918	$ 482,382.00	$ 0.11	$ 530.62
R441376	$ 386,739.00	$ 0.11	$ 425.41
R530859	$ 373,588.00	$ 0.11	$ 410.95
R519732	$ 379,207.00	$ 0.11	$ 417.13
R548235	$ 345,851.00	$ 0.11	$ 380.44
R496782	$ 398,278.00	$ 0.11	$ 438.11
R405606	$ 380,468.00	$ 0.11	$ 418.51
R476585	$ 420,854.00	$ 0.11	$ 462.94
R530872	$ 399,621.00	$ 0.11	$ 439.58
R519687	$ 490,989.00	$ 0.11	$ 540.09
R426233	$ 483,429.00	$ 0.11	$ 531.77
R418215	$ 376,516.00	$ 0.11	$ 414.17
R545965	$ 411,159.00	$ 0.11	$ 452.27
R527014	$ 400,503.00	$ 0.11	$ 440.55
R530849	$ 401,492.00	$ 0.11	$ 441.64
R532409	$ 516,439.00	$ 0.11	$ 568.08
R548243	$ 334,161.00	$ 0.11	$ 367.58
R545913	$ 630,562.00	$ 0.11	$ 693.62
R380327	$ 574,959.00	$ 0.11	$ 632.45
R548244	$ 395,813.00	$ 0.11	$ 435.39
R545946	$ 527,505.00	$ 0.11	$ 580.26
R475528	$ 486,643.00	$ 0.11	$ 535.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R426257	$ 367,860.00	$ 0.11	$ 404.65
R526977	$ 348,819.00	$ 0.11	$ 383.70
R530866	$ 406,722.00	$ 0.11	$ 447.39
R496744	$ 378,582.00	$ 0.11	$ 416.44
R475546	$ 402,859.00	$ 0.11	$ 443.14
R527013	$ 350,252.00	$ 0.11	$ 385.28
R532410	$ 441,415.00	$ 0.11	$ 485.56
R545960	$ 545,810.00	$ 0.11	$ 600.39
R380413	$ 368,888.00	$ 0.11	$ 405.78
R548280	$ 462,572.00	$ 0.11	$ 508.83
R519725	$ 569,720.00	$ 0.11	$ 626.69
R548257	$ 463,576.00	$ 0.11	$ 509.93
R545934	$ 531,579.00	$ 0.11	$ 584.74
R531088	$ 469,511.00	$ 0.11	$ 516.46
R545923	$ 576,953.00	$ 0.11	$ 634.65
R426245	$ 449,736.00	$ 0.11	$ 494.71
R496758	$ 394,014.00	$ 0.11	$ 433.42
R545966	$ 431,667.00	$ 0.11	$ 474.83
R418200	$ 376,632.00	$ 0.11	$ 414.30
R380321	$ 469,079.00	$ 0.11	$ 515.99
R380433	$ 391,395.00	$ 0.11	$ 430.53
R545968	$ 534,629.00	$ 0.11	$ 588.09
R441422	$ 365,630.00	$ 0.11	$ 402.19
R476613	$ 343,534.00	$ 0.11	$ 377.89
R545925	$ 496,472.00	$ 0.11	$ 546.12
R519717	$ 532,909.00	$ 0.11	$ 586.20
R475569	$ 508,870.00	$ 0.11	$ 559.76
R426229	$ 370,374.00	$ 0.11	$ 407.41
R545935	$ 475,561.00	$ 0.11	$ 523.12
R380384	$ 417,030.00	$ 0.11	$ 458.73
R530808	$ 403,310.00	$ 0.11	$ 443.64
R496812	$ 486,002.00	$ 0.11	$ 534.60
R519707	$ 443,856.00	$ 0.11	$ 488.24
R405587	$ 354,235.00	$ 0.11	$ 389.66
R475543	$ 472,452.00	$ 0.11	$ 519.70
R525212	$ 485,524.00	$ 0.11	$ 534.08
R548279	$ 402,641.00	$ 0.11	$ 442.91
R418213	$ 398,824.00	$ 0.11	$ 438.71
R380324	$ 361,458.00	$ 0.11	$ 397.60
R506821	$ 479,574.00	$ 0.11	$ 527.53

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R476598	$ 405,717.00	$ 0.11	$ 446.29
R475611	$ 378,822.00	$ 0.11	$ 416.70
R380427	$ 378,015.00	$ 0.11	$ 415.82
R496730	$ 357,263.00	$ 0.11	$ 392.99
R531100	$ 533,396.00	$ 0.11	$ 586.74
R476583	$ 404,251.00	$ 0.11	$ 444.68
R532427	$ 530,496.00	$ 0.11	$ 583.55
R496762	$ 506,999.00	$ 0.11	$ 557.70
R441434	$ 391,280.00	$ 0.11	$ 430.41
R426224	$ 512,524.00	$ 0.11	$ 563.78
R475579	$ 409,198.00	$ 0.11	$ 450.12
R548261	$ 392,347.00	$ 0.11	$ 431.58
R389231	$ 496,132.00	$ 0.11	$ 545.75
R496798	$ 540,838.00	$ 0.11	$ 594.92
R441369	$ 385,054.00	$ 0.11	$ 423.56
R476633	$ 397,146.00	$ 0.11	$ 436.86
R389248	$ 439,783.00	$ 0.11	$ 483.76
R475596	$ 488,132.00	$ 0.11	$ 536.95
R545927	$ 433,532.00	$ 0.11	$ 476.89
R530867	$ 348,122.00	$ 0.11	$ 382.93
R532442	$ 432,734.00	$ 0.11	$ 476.01
R525144	$ 560,100.00	$ 0.11	$ 616.11
R530848	$ 354,402.00	$ 0.11	$ 389.84
R426238	$ 442,331.00	$ 0.11	$ 486.56
R530816	$ 430,600.00	$ 0.11	$ 473.66
R405655	$ 375,492.00	$ 0.11	$ 413.04
R475511	$ 373,924.00	$ 0.11	$ 411.32
R475560	$ 476,934.00	$ 0.11	$ 524.63
R389230	$ 444,180.00	$ 0.11	$ 488.60
R389238	$ 534,400.00	$ 0.11	$ 587.84
R475575	$ 530,553.00	$ 0.11	$ 583.61
R475582	$ 406,735.00	$ 0.11	$ 447.41
R405658	$ 355,745.00	$ 0.11	$ 391.32
R519714	$ 494,156.00	$ 0.11	$ 543.57
R426267	$ 369,361.00	$ 0.11	$ 406.30
R441366	$ 377,347.00	$ 0.11	$ 415.08
R525151	$ 478,064.00	$ 0.11	$ 525.87
R475525	$ 390,338.00	$ 0.11	$ 429.37
R519678	$ 380,585.00	$ 0.11	$ 418.64
R545967	$ 413,258.00	$ 0.11	$ 454.58

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530802	$ 361,607.00	$ 0.11	$ 397.77
R545974	$ 511,883.00	$ 0.11	$ 563.07
R548233	$ 350,553.00	$ 0.11	$ 385.61
R548247	$ 353,837.00	$ 0.11	$ 389.22
R526984	$ 393,098.00	$ 0.11	$ 432.41
R426253	$ 357,965.00	$ 0.11	$ 393.76
R531110	$ 417,758.00	$ 0.11	$ 459.53
R545917	$ 517,253.00	$ 0.11	$ 568.98
R545926	$ 427,181.00	$ 0.11	$ 469.90
R416853	$ 432,937.00	$ 0.11	$ 476.23
R530829	$ 398,350.00	$ 0.11	$ 438.19
R475573	$ 412,574.00	$ 0.11	$ 453.83
R405617	$ 379,251.00	$ 0.11	$ 417.18
R496800	$ 492,744.00	$ 0.11	$ 542.02
R380418	$ 417,301.00	$ 0.11	$ 459.03
R405656	$ 350,791.00	$ 0.11	$ 385.87
R380400	$ 487,713.00	$ 0.11	$ 536.48
R476578	$ 414,360.00	$ 0.11	$ 455.80
R476621	$ 351,604.00	$ 0.11	$ 386.76
R526964	$ 356,005.00	$ 0.11	$ 391.61
R530813	$ 355,994.00	$ 0.11	$ 391.59
R545931	$ 522,707.00	$ 0.11	$ 574.98
R496741	$ 368,462.00	$ 0.11	$ 405.31
R526973	$ 375,982.00	$ 0.11	$ 413.58
R519721	$ 438,487.00	$ 0.11	$ 482.34
R405615	$ 374,022.00	$ 0.11	$ 411.42
R441423	$ 346,125.00	$ 0.11	$ 380.74
R475500	$ 381,885.00	$ 0.11	$ 420.07
R475514	$ 461,269.00	$ 0.11	$ 507.40
R380441	$ 494,973.00	$ 0.11	$ 544.47
R475589	$ 548,333.00	$ 0.11	$ 603.17
R405633	$ 368,459.00	$ 0.11	$ 405.30
R548283	$ 458,746.00	$ 0.11	$ 504.62
R380398	$ 405,030.00	$ 0.11	$ 445.53
R476576	$ 355,413.00	$ 0.11	$ 390.95
R496796	$ 538,655.00	$ 0.11	$ 592.52
R532443	$ 506,418.00	$ 0.11	$ 557.06
R526996	$ 332,126.00	$ 0.11	$ 365.34
R548246	$ 457,790.00	$ 0.11	$ 503.57
R548277	$ 339,788.00	$ 0.11	$ 373.77

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R441418	$ 376,031.00	$ 0.11	$ 413.63
R526960	$ 403,813.00	$ 0.11	$ 444.19
R527010	$ 416,901.00	$ 0.11	$ 458.59
R405620	$ 376,865.00	$ 0.11	$ 414.55
R545961	$ 515,292.00	$ 0.11	$ 566.82
R545912	$ 536,340.00	$ 0.11	$ 589.97
R475513	$ 378,730.00	$ 0.11	$ 416.60
R426272	$ 343,128.00	$ 0.11	$ 377.44
R475613	$ 517,216.00	$ 0.11	$ 568.94
R532412	$ 523,918.00	$ 0.11	$ 576.31
R519709	$ 362,998.00	$ 0.11	$ 399.30
R530818	$ 408,857.00	$ 0.11	$ 449.74
R532444	$ 572,509.00	$ 0.11	$ 629.76
R519676	$ 426,895.00	$ 0.11	$ 469.58
R548245	$ 338,785.00	$ 0.11	$ 372.66
R416857	$ 557,667.00	$ 0.11	$ 613.43
R519723	$ 552,328.00	$ 0.11	$ 607.56
R526965	$ 401,241.00	$ 0.11	$ 441.37
R380348	$ 433,020.00	$ 0.11	$ 476.32
R530878	$ 349,424.00	$ 0.11	$ 384.37
R496783	$ 482,357.00	$ 0.11	$ 530.59
R532439	$ 479,826.00	$ 0.11	$ 527.81
R476593	$ 362,117.00	$ 0.11	$ 398.33
R380408	$ 371,183.00	$ 0.11	$ 408.30
R475556	$ 392,163.00	$ 0.11	$ 431.38
R441338	$ 368,864.00	$ 0.11	$ 405.75
R389228	$ 562,330.00	$ 0.11	$ 618.56
Total	**$ 494,460,232.00**		**$ 543,906.34**

Notes:

[a] Preliminary per Williamson Central Appraisal District and is subject to change.

[b] The Assessment Roll covers period October 1, 2026 to September 30, 2027 and is due by January 31, 2027. The Annual Collection Costs will be adjusted each year based on actual Operations and Maintenance Costs and Administrative Costs. Totals may not match the Annual Installment due to rounding.

EXHIBIT B – OPERATIONS AND MAINTENANCE BUDGET

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Beginning Fund Balance							
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	**$ 101,162**	**$ 106,629**	**$ 106,424**	**$ 109,306**	**$ 111,492**	**$ 113,722**	**$ 115,997**
Replacement and Repair Reserve	**$ 499,644**	**$ 573,517**	**$ 760,815**	**$ 865,715**	**$ 923,444**	**$ 1,033,306**	**$ 1,145,343**
Revenue							
Ad Valorem Taxes Projected [a]	$ 612,235	$ 611,800	$ 543,906	$ 554,784	$ 565,880	$ 577,198	$ 588,742
Ad Valorem Taxes Actual							
Allocated Interest	$ 990	$ 990	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Property Taxes - Penalties and Interest	$ -	$ -	$ 200	$ 100	$ 100	$ 100	$ 100
Sub Total	$ 613,225	$ 612,790	$ 545,006	$ 555,884	$ 566,980	$ 578,298	$ 589,842
Reserves Needed in FY 2026							
Contingency Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -
CIP Rollover from FY 2025							
Sub Total	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -
Total Revenue	**$ 613,225**	**$ 612,790**	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Operation Expenses							
PID Administration							
Administrative (Joint Services) Allocation	$ 5,753	5,753	$ 9,079	$ 9,261	$ 9,446	$ 9,635	$ 9,827
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 4,120	$ 5,016	$ 5,116	$ 5,219	$ 5,323	$ 5,429	$ 5,538
Consulting - Community Engagement - (Budget)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consulting - PID Administration	$ 26,959	$ 26,959	$ 27,301	$ 27,847	$ 28,404	$ 28,972	$ 29,551
General Fund Allocation	$ 411	$ 411	$ 419	$ 428	$ 436	$ 445	$ 454
Office Supplies	$ 318	$ 318	$ 324	$ 331	$ 337	$ 344	$ 351
Printing	$ 1,288	$ 1,288	$ 1,314	$ 1,340	$ 1,367	$ 1,394	$ 1,422
Property and Casualty Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Financial Services	$ 538	$ 599	$ 611	$ 623	$ 636	$ 648	$ 661
Parks and Recreation							
Mowing Contracts (Parklets + Common Areas)	$ 183,575	$ 183,575	$ 187,247	$ 190,991	$ 194,811	$ 198,707	$ 202,682
Sign Maintenance	$ 5,202	$ 9,202	$ 9,386	$ 9,574	$ 9,765	$ 9,961	$ 10,160
Tree and Landscape Maintenance			$ -				
Landscaping - Including Design	$ 14,604	$ 10,604	$ 10,816	$ 11,032	$ 11,253	$ 11,478	$ 11,708
Tree and Shrub Removal Services	$ 10,404	$ 10,404	$ 10,612	$ 10,824	$ 11,041	$ 11,262	$ 11,487
Maintenance - Miscellaneous	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -
Utilities	$ 87,545	$ 88,269	$ 90,034	$ 91,835	$ 93,672	$ 95,545	$ 97,456
Public Works							
Pond/Vegetation Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mowing Contracts (Ponds + Alleyways)							
Ponds and Irrigation Systems Maintenance							
Sidewalk Maintenance	$ 31,585	$ 31,585	$ 32,217	$ 32,861	$ 33,518	$ 34,189	$ 34,872
Street Maintenance	$ 51,714	$ 51,714	$ 52,748	$ 53,803	$ 54,879	$ 55,977	$ 57,096
Street Tree Maintenance (Trimming + Removal)							
Sub Total	$ 426,516	$ 425,697	$ 437,225	$ 445,969	$ 454,889	$ 463,986	$ 473,266
Reserves Deposits							
Replacement and Repair Reserve	$ 79,340	$ 187,093	$ 107,782	$ 109,915	$ 112,092	$ 114,311	$ 116,576
Sub Total	$ 79,340	$ 187,093	$ 107,782	$ 109,915	$ 112,092	$ 114,311	$ 116,576
Improvement Projects							
Parks	$ 107,369	$ -					
Fitness Equipment							
Public Works							
[Additional projects can be addressed here]							
Repairs & Replacement							
Alley Sealant [b]				$ 50,000			
Site Furnishings							
Parks Equipment Replacement							
[Additional projects can be addressed here]							
Sub Total	$ 107,369	$ -	$ -	$ 50,000	$ -	$ -	$ -
Total Expense	**$ 613,225**	**$ 612,790**	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Reserves Balance							
Contingency Reserve [c]	$ 106,629	$ 106,424	$ 109,306	$ 111,492	$ 113,722	$ 115,997	$ 118,317
Replacement and Repair Reserve [d]	$ 573,517	$ 760,815	$ 865,715	$ 923,444	$ 1,033,306	$ 1,145,343	$ 1,259,598

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.
[b] Alley maintenance every 5 years
[c] 90 days reserve
[d] Available for future improvements

EXHIBIT C – BUYER DISCLOSURE

The Buyer Disclosure for all Parcels in the District is found in this Exhibit.

GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT – OPERATIONS & MAINTENANCE ASSESSMENT BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Georgetown Village Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the City of Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4]To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

Georgetown Village Public Improvement District No. 1

AUGUST 25, 2026

1639

Purpose

- Discussion on the annual update to the Service and Assessment Plan (SAP)
  - FY 2027 Budget, 5-year Service Plan, and proposed Assessment Roll
  - Recall current FY 2026 Budget is based on the assessment of $0.12 per $100 of assessed valuation
  - Resolution to set the PH for 2026 SAP update and file Assessment Roll in City Secretary's office

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Beginning Fund Balance		
Beginning Fund Balance	$ -	$ -
Contingency Reserve	**$ 101,162**	**$ 109,090**
Replacement and Repair Reserve	**$ 499,644**	**$ 548,146**
Revenue		
Ad Valorem Taxes Projected [a]	$ 611,800	$ 611,800
Ad Valorem Taxes Actual		
Allocated Interest	$ 990	$ 990
Property Taxes - Penalties and Interest	$ -	$ -
Sub Total	$ 612,790	$ 612,790
Reserves Needed in FY 2026		
Contingency Reserve	$ -	$ -
Replacement and Repair Reserve	$ -	$ -
CIP Rollover from FY 2025		
Sub Total	$ -	$ -
Total Revenue	**$ 612,790**	**$ 612,790**
Operation Expenses		
PID Administration		
Administrative (Joint Services) Allocation	$ 5,753	$ 5,753
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 3,940	$ -
Consulting - Community Engagement - (Budget)	$ -	$ -
Consulting - PID Administration	$ 22,517	$ 22,517
General Fund Allocation	$ 25,884	$ 411
Office Supplies	$ 318	$ -
Printing	$ 2,364	$ -
Property and Casualty Insurance	$ 1,126	$ -
Parks and Recreation		
Mowing Contracts (Parklets + Common Areas)	$ 124,848	$ 124,848
Sign Maintenance	$ 5,202	$ 9,202
Tree and Landscape Maintenance		
Landscaping - Including Design	$ 10,404	$ 10,604
Tree and Shrub Removal Services	$ 10,404	$ 10,404
Maintenance - Miscellaneous	$ 5,202	$ -
Utilities	$ 76,372	$ 88,269
Public Works		
Pond/Vegetation Maintenance	$ 58,727	$ -
Mowing Contracts (Ponds + Alleyways)		
Ponds and Irrigation Systems Maintenance		
Sidewalk Maintenance	$ 31,585	$ -
Street Maintenance	$ 51,714	$ -
Street Tree Maintenance (Trimming + Removal)		
Sub Total	$ 436,360	$ 272,008

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Reserves Deposits		
Replacement and Repair Reserve	$ 56,430	$ 233,413
Sub Total	$ 56,430	$ 233,413
Improvement Projects		
Parks	$ 120,000	$ 107,369
Fitness Equipment		
Public Works		
[Additional projects can be addressed here]		
Repairs & Replacement		
Alley Sealant [b]		
Site Furnishings		
Parks Equipment Replacement		
[Additional projects can be addressed here]		
Sub Total	$ 120,000	$ 107,369
Total Expense	**$ 612,790**	**$ 612,790**
Reserves Balance		
Contingency Reserve [c]	$ 109,090	$ 68,002
Replacement and Repair Reserve [d]	$ 548,146	$ 822,647

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

Original FY2026 Budget Comparison (Approved – Projections)

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Beginning Fund Balance		
Beginning Fund Balance	$ -	$ -
Contingency Reserve	**$ 101,162**	**$ 106,629**
Replacement and Repair Reserve	**$ 499,644**	**$ 573,517**
Revenue		
Ad Valorem Taxes Projected [a]	$ 612,235	$ 611,800
Ad Valorem Taxes Actual		
Allocated Interest	$ 990	$ 990
Property Taxes - Penalties and Interest	$ -	$ -
Sub Total	$ 613,225	$ 612,790
Reserves Needed in FY 2026		
Contingency Reserve	$ -	$ -
Replacement and Repair Reserve	$ -	$ -
CIP Rollover from FY 2025		
Sub Total	$ -	$ -
Total Revenue	**$ 613,225**	**$ 612,790**
Operation Expenses		
PID Administration		
Administrative (Joint Services) Allocation	$ 5,753	$ 5,753
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 4,120	$ 5,016
Consulting - Community Engagement - (Budget)	$ -	$ -
Consulting - PID Administration	$ 26,959	$ 26,959
General Fund Allocation	$ 411	$ 411
Office Supplies	$ 318	$ 318
Printing	$ 1,288	$ 1,288
Property and Casualty Insurance	$ -	$ -
Financial Services	$ 538	$ 599
Parks and Recreation		
Mowing Contracts (Parklets + Common Areas)	$ 183,575	$ 183,575
Sign Maintenance	$ 5,202	$ 9,202
Tree and Landscape Maintenance		
Landscaping - Including Design	$ 14,604	$ 10,604
Tree and Shrub Removal Services	$ 10,404	$ 10,404
Maintenance - Miscellaneous	$ 2,500	$ -
Utilities	$ 87,545	$ 88,269
Public Works		
Pond/Vegetation Maintenance	$ -	$ -
Mowing Contracts (Ponds + Alleyways)		
Ponds and Irrigation Systems Maintenance		
Sidewalk Maintenance	$ 31,585	$ 31,585
Street Maintenance	$ 51,714	$ 51,714
Street Tree Maintenance (Trimming + Removal)		
Sub Total	$ 426,516	$ 425,697

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Reserves Deposits		
Replacement and Repair Reserve	$ 79,340	$ 187,093
Sub Total	$ 79,340	$ 187,093
Improvement Projects		
Parks	$ 107,369	$ -
Fitness Equipment		
Public Works		
[Additional projects can be addressed here]		
Repairs & Replacement		
Alley Sealant [b]		
Site Furnishings		
Parks Equipment Replacement		
[Additional projects can be addressed here]		
Sub Total	$ 107,369	$ -
Total Expense	**$ 613,225**	**$ 612,790**
Reserves Balance		
Contingency Reserve [c]	$ 106,629	$ 106,424
Replacement and Repair Reserve [d]	$ 573,517	$ 760,815

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

Revised FY2026 Budget Comparison (Approved – Projections)

Revenue for Annual Assessment Rate

Rate	Projected Preliminary Annual Assessment
$0.11	$543,906.34

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Beginning Fund Balance					
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	**$ 68,002**	**$ 71,478**	**$ 72,908**	**$ 74,366**	**$ 75,853**
Replacement and Repair Reserve	**$ 822,647**	**$ 1,078,263**	**$ 1,291,086**	**$ 1,559,143**	**$ 1,832,540**
Revenue					
Ad Valorem Taxes Projected [a]	$ 543,906	$ 554,784	$ 565,880	$ 577,198	$ 588,742
Ad Valorem Taxes Actual					
Allocated Interest	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Property Taxes - Penalties and Interest	$ 200	$ 100	$ 100	$ 100	$ 100
Sub Total	$ 545,006	$ 555,884	$ 566,980	$ 578,298	$ 589,842
Reserves Needed in FY 2026					
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ 50,000	$ -	$ -	$ -
CIP Rollover from FY 2025					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Revenue	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Operation Expenses					
PID Administration					
Administrative (Joint Services) Allocation	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
Appraisal Contracts - WCAD & Tax Assessor Collector	$ -	$ -	$ -	$ -	$ -
Consulting - Community Engagement - (Budget)	$ -	$ -	$ -	$ -	$ -
Consulting - PID Administration	$ 27,301	$ 27,847	$ 28,404	$ 28,972	$ 29,551
General Fund Allocation	$ 419	$ 428	$ 436	$ 445	$ 454
Office Supplies	$ -	$ -	$ -	$ -	$ -
Printing	$ -	$ -	$ -	$ -	$ -
Property and Casualty Insurance	$ -	$ -	$ -	$ -	$ -
Parks and Recreation					
Mowing Contracts (Parklets + Common Areas)	$ 127,345	$ 129,892	$ 132,490	$ 135,139	$ 137,842
Sign Maintenance	$ 9,386	$ 9,574	$ 9,765	$ 9,961	$ 10,160
Tree and Landscape Maintenance	$ -				
Landscaping - Including Design	$ 10,816	$ 11,032	$ 11,253	$ 11,478	$ 11,708
Tree and Shrub Removal Services	$ 10,612	$ 10,824	$ 11,041	$ 11,262	$ 11,487
Maintenance - Miscellaneous	$ -	$ -	$ -	$ -	$ -
Utilities	$ 90,034	$ 91,835	$ 93,672	$ 95,545	$ 97,456
Public Works					
Pond/Vegetation Maintenance	$ -	$ -	$ -	$ -	$ -
Mowing Contracts (Ponds + Alleyways)					
Ponds and Irrigation Systems Maintenance					
Sidewalk Maintenance	$ -	$ -	$ -	$ -	$ -
Street Maintenance	$ -	$ -	$ -	$ -	$ -
Street Tree Maintenance (Trimming + Removal)					
Sub Total	$ 285,914	$ 291,632	$ 297,465	$ 303,414	$ 309,482

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Reserves Deposits					
Replacement and Repair Reserve	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Sub Total	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Improvement Projects					
Parks					
Fitness Equipment					
Public Works					
[Additional projects can be addressed here]					
Repairs & Replacement					
Alley Sealant [b]		$ 50,000			
Site Furnishings					
Parks Equipment Replacement					
[Additional projects can be addressed here]					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Expense	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Reserves Balance					
Contingency Reserve [c]	$ 71,478	$ 72,908	$ 74,366	$ 75,853	$ 77,371
Replacement and Repair Reserve [d]	$ 1,078,263	$ 1,291,086	$ 1,559,143	$ 1,832,540	$ 2,111,382

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

Original FY2027 Budget and next 4 years:

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Beginning Fund Balance					
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	**$ 106,424**	**$ 109,306**	**$ 111,492**	**$ 113,722**	**$ 115,997**
Replacement and Repair Reserve	**$ 760,815**	**$ 865,715**	**$ 923,444**	**$ 1,033,306**	**$ 1,145,343**
Revenue					
Ad Valorem Taxes Projected [a]	$ 543,906	$ 554,784	$ 565,880	$ 577,198	$ 588,742
Ad Valorem Taxes Actual					
Allocated Interest	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Property Taxes - Penalties and Interest	$ 200	$ 100	$ 100	$ 100	$ 100
Sub Total	$ 545,006	$ 555,884	$ 566,980	$ 578,298	$ 589,842
Reserves Needed in FY 2026					
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ 50,000	$ -	$ -	$ -
CIP Rollover from FY 2025					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Revenue	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Operation Expenses					
PID Administration					
Administrative (Joint Services) Allocation	$ 9,079	$ 9,261	$ 9,446	$ 9,635	$ 9,827
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 5,116	$ 5,219	$ 5,323	$ 5,429	$ 5,538
Consulting - Community Engagement - (Budget)	$ -	$ -	$ -	$ -	$ -
Consulting - PID Administration	$ 27,301	$ 27,847	$ 28,404	$ 28,972	$ 29,551
General Fund Allocation	$ 419	$ 428	$ 436	$ 445	$ 454
Office Supplies	$ 324	$ 331	$ 337	$ 344	$ 351
Printing	$ 1,314	$ 1,340	$ 1,367	$ 1,394	$ 1,422
Property and Casualty Insurance	$ -	$ -	$ -	$ -	$ -
Financial Services	$ 611	$ 623	$ 636	$ 648	$ 661
Parks and Recreation					
Mowing Contracts (Parklets + Common Areas)	$ 187,247	$ 190,991	$ 194,811	$ 198,707	$ 202,682
Sign Maintenance	$ 9,386	$ 9,574	$ 9,765	$ 9,961	$ 10,160
Tree and Landscape Maintenance	$ -				
Landscaping - Including Design	$ 10,816	$ 11,032	$ 11,253	$ 11,478	$ 11,708
Tree and Shrub Removal Services	$ 10,612	$ 10,824	$ 11,041	$ 11,262	$ 11,487
Maintenance - Miscellaneous	$ -	$ -	$ -	$ -	$ -
Utilities	$ 90,034	$ 91,835	$ 93,672	$ 95,545	$ 97,456
Public Works					
Pond/Vegetation Maintenance	$ -	$ -	$ -	$ -	$ -
Mowing Contracts (Ponds + Alleyways)					
Ponds and Irrigation Systems Maintenance					
Sidewalk Maintenance	$ 32,217	$ 32,861	$ 33,518	$ 34,189	$ 34,872
Street Maintenance	$ 52,748	$ 53,803	$ 54,879	$ 55,977	$ 57,096
Street Tree Maintenance (Trimming + Removal)					
Sub Total	$ 437,225	$ 445,969	$ 454,889	$ 463,986	$ 473,266

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Reserves Deposits					
Replacement and Repair Reserve	$ 107,782	$ 109,915	$ 112,092	$ 114,311	$ 116,576
Sub Total	$ 107,782	$ 109,915	$ 112,092	$ 114,311	$ 116,576
Improvement Projects					
Parks					
Fitness Equipment					
Public Works					
[Additional projects can be addressed here]					
Repairs & Replacement					
Alley Sealant [b]		$ 50,000			
Site Furnishings					
Parks Equipment Replacement					
[Additional projects can be addressed here]					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Expense	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Reserves Balance					
Contingency Reserve [c]	$ 109,306	$ 111,492	$ 113,722	$ 115,997	$ 118,317
Replacement and Repair Reserve [d]	$ 865,715	$ 923,444	$ 1,033,306	$ 1,145,343	$ 1,259,598

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

Revised FY2027 Budget and next 4 years:

Next Steps

- P3Works provided updated Preliminary Service and Assessment Plan including preliminary values provided by WCAD
- August 14, 2026 – PH Notice published in Sun, mailed notices to property owners within GV PID
- August 25, 2026 – PH and first reading of ORD

Council Action

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), APPROVING AND ADOPTING THE FINAL 2026 O&M SERVICE PLAN UPDATE, AND THE FINAL 2026 ASSESSMENT ROLL (TO BE KEPT ON FILE WITH THE CITY SECRETARY); ESTABLISHING CLASSIFICATIONS FOR THE APPORTIONMENT OF COSTS AND THE METHODS OF ASSESSING SPECIAL ASSESSMENTS FOR THE SERVICES AND IMPROVEMENTS TO PROPERTY IN THE GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1; CLOSING THE HEARING AND LEVYING ASSESSMENTS FOR THE COST OF CERTAIN SUPPLEMENTAL SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING 2027; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

ITEM SUMMARY:
The applicant is requesting to rezone the subject properties, from the Mixed-Use Downtown (MU-DT) zoning district, the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT). The applicant's letter of intent, outlines their intent to establish the site as the headquarters and corporate offices for the Texas Municipal League Intergovernmental Risk Pool (TMILRP), while also contributing to the vitality of Downtown Georgetown.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2025-2-PUD Ordinance with Exhibits.pdf
2025-2-PUD Staff Presentation.pdf
2025-2-PUD Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Planned Unit Development Proposal.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 1.322 ACRES OF LOTS 1-8, BLOCK 23, GLASSCOCK ADDITION, 0.256 ACRES OF LOT 4, LOT 3 (SP), BLOCK 21, GLASSCOCK ADDITION, AND 0.41 ACRES OF LOTS 5-6, LOT 7 (SP), BLOCK 21 OF GLASSCOCK ADDITION, GENERALLY LOCATED AT 205 EAST UNIVERSITY AVENUE, 1014 MYRTLE STREET, AND 1009 CHURCH STREET FROM THE MIXED-USE DOWNTOWN (MU-DT), AND RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICTS TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT WITH A BASE ZONING OF MIXED-USE DOWNTOWN (MU-DT); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

1.322 acres of Lots 1-8, Block 23, Glasscock Addition, 0.256 acres of Lot 4, Lot 3 (SP), Block 21, Glasscock Addition, and 0.41 acres of Lots 5-6, Lot 7 (SP), Block 21, Glasscock Addition, generally located at 205 East University Avenue, 1014 Myrtle Street, and 1009 Church Street, as recorded in Document Numbers 2026001200, 2026001200, and 2025095233 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the Planning and Zoning Commission, at a meeting on the 21st day of July, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, the City Council, at a meeting on the 25th day of August, 2026, held an additional public hearing prior to taking action on the requested rezoning of the Property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Mixed-Use Downtown (MU-DT) and Residential Single-Family (RS) zoning districts to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), in accordance with the attached ***Exhibit A*** (PUD Development Plan) and incorporated herein by reference.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 202X.

PASSED AND APPROVED on Second Reading on the _____ of _____, 202X.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
TEXAS MUNICIPAL CENTER
PLANNED UNIT DEVELOPMENT (PUD)
DEVELOPMENT PLAN
JULY 1, 2026

A. PROPERTY - LEGAL DESCRIPTION

Tract I: A tract or parcel containing 1.322 acres or approximately 57,600 square feet of land being all of Block 23, Glasscock Addition in the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; Tract II: A tract or parcel containing 0.257 acres or approximately 11,172 square feet of land, being all of Lot 4 and a portion of Lot 3, Block 21, of the Glasscock Addition to the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; and Tract III: A tract or parcel containing 0.414 acres or approximately 18,035 square feet of land being all of Lots 5 and 6, and a portion of Lot 7, Block 21, Glasscock Addition conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated December 2, 2025 and recorded in Document No. 2025095233 of the Official Public Records of Williamson County (collectively approximately 1.993 acres, the "Property"), as reflected in **Exhibit "B"**.

B. PURPOSE

The proposed Texas Municipal Center ("TMC") development is submitted as a Planned Unit Development ("PUD"), with a base zoning district of Mixed-Use Downtown zoning ("MU-DT").

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code ("UDC") in order to implement the vision for the Property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC this Development Plan, titled **Exhibit "A"**, is a summary of the development and design standards for the Property.

The PUD is intended to create a set of development standards for TMC consisting of three (3) existing buildings and an existing parking lot. Two (2) proposed building additions totaling a maximum of 95,000 gross square feet will be added to Tract I. The intended occupancy of these buildings will include, but is not limited to, professional and business offices, general office, and other related uses permitted within the MU-DT base zoning district.

C. APPLICABILITY AND BASE ZONING

In accordance with City of Georgetown ("City") UDC all development of the Property shall conform to the MU-DT base zoning district. Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at the time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the event that this Development Plan does not address a specific item, the UDC and any other applicable Ordinances shall apply. In the event of a conflict

between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPT PLAN

A Concept Plan is attached as **Exhibit "D"** to illustrate the building footprints, building information and design intent for the Property.

E. LAND USES

The TMC PUD is intended to establish the Property as the general headquarters and corporate office for the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP"). The TMC PUD permitted uses with no limitations or Special Use Permit requirements include the following uses: (i) General Office, (ii) Integrated Office Center (iii) Office, Professional and Business, (iv) Event Facility as an accessory use to the Primary Use, and as a Primary Use, and (v) Personal Services. Uses that are not specified as permitted uses with no limitations or Special Use Permit requirements will be subject to the UDC MU-DT zoning district allowed uses. Prohibited uses are those listed in the UDC under the MU-DT zoning district.

F. DESIGN STANDARDS

1. PURPOSE

In order to provide attention in design and human scale and to minimize the appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

2. OFFICE AREA

The total building square footage on Tract I shall not exceed 95,000.

3. OPEN SPACE

a. Additions are located on site in portions of Property where they are least likely to impact adjacent existing historic structures. The northwest corner of the Property is adjacent to historic homes and will be utilized as outdoor open space. The southeast corner adjacent to St. John's Methodist Church will also remain as open space. Both additions help to transition a large, noncompatible structure to be more compatible with the surrounding area and Old Town Character.

b. The minimum square footage of open space within the PUD will be 6,000 square feet, which will be privately maintained.

4. BUILDING ARTICULATION -HORIZONTAL (FOOTPRINT) and Vertical ARTICULATION (ELEVATION)

a. The UDC and the Historic District Design Guidelines indicate specific building

Articulation and Architectural Features for horizontal and vertical offsets. The existing building and proposed additions will not comply with vertical and horizontal articulation requirements.

b. Horizontal Articulation (Footprint).

Where the length of the wall is less than 120 feet, articulation is not required.

c. Vertical Articulation (Elevation).

No building wall shall extend laterally for a distance greater than four times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

5. BUILDING ELEMENTS

a. Roof styles for the new additions will be less than 2-to-12 pitch to be more compatible with the existing building.

b. Roof treatments for the new additions will include parapets that are less than two feet above the roof line to be more compatible with the existing building.

G. PARKING

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

1. Off-street parking is not required when a shared parking agreement is provided. The City of Georgetown parking garage located at East 9th Street and South Main Street will be utilized for off-street parking. The maximum required parking will be 200 spaces.

2. ADA parking will be provided in the R.O.W. along the north side of the Property on 11th Street via an accessible route subject to approval by the City. Loading and trash collection is also proposed to be located in the R.O.W. (area to be determined).

H. VEHICULAR ACCESS AND CIRCULATION

1. The site is bounded by three Local Downtown Streets to the west, north, and east: S Church Street, East 11th street, and south Myrtle Street. The site is bounded by SH 29 to the south. There are no roadway modifications planned for this project.

2. **Exhibit "E"** reflects the existing roadway network and City roadway standards.

I. TREE SURVEY

A tree survey of the Property is reflected in **Exhibit "C"**. The PUD will be subject to the Tree Ordinance 2025-54 or any modifications to the Tree Ordinance at the time of site development plan approval.

J. LANDSCAPE REQUIREMENTS

The landscape plan will comply with the requirements of the UDC as shown on **Exhibit "F"**, Concept Landscape Plan with the following exceptions:

1. The sidewalks under all heritage trees in the R.O.W. along Church and Myrtle Streets will remain in place within the ½ critical root zone to limit disturbance and impact to the root zones. In the event that the sidewalk needs to be repaired/replaced due to damage during construction or unsafe conditions, the sidewalk will be rebuilt in its current location subject to review by the City of Georgetown 8.02.030.

K. IMPERVIOUS COVER

The portion of the Property within the Downtown Overlay District effective on the date of the PUD approval is allowed a 95% maximum impervious cover. Tracts II and III, which are outside of the Downtown Overlay, will be subject to 70% impervious cover at the time either Tract is redeveloped. The existing impervious cover conditions on Tracts II and III will remain as is.

L. PUD MODIFICATIONS

In conformance with the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD except where the Director of Planning determines such modifications to be minor the Director may authorize such modifications. Minor modifications may include changes to building sizes or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

Exhibit A – Development Plan
Exhibit B – Field Notes, Survey, & Legal Description
Exhibit C – Tree Survey
Exhibit D – Concept Plan
Exhibit E – Transportation
Exhibit F – Landscape Plan

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.322 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.322 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar found at the intersection of the north right-of-way line of E University Avenue (public right-of-way width varies) and the east right-of-way line of S Church Street (public right-of-way width varies), being the southwest corner of said Block 23, same being the southwest corner of the said 1.322 acre tract;

THENCE North 01°58'07" West, with the east right-of-way line of S Church Street and the west line of said Block 23, same being the west line of the said 1.322 acre tract, a distance of 240.00 feet to a 1/2” rebar with “Early Boundary” cap set at the intersection of the east right-of-way line of S Church Street and the south right-of-way line of E 11th Street (apparent 60’ public right-of-way width), being the northwest corner of said Block 23, same being the northwest corner of the said 1.322 acre tract, from which an “X” in concrete found at the intersection of the east right-of-way line of S Church Street and the north right-of-way line of E 11th Street, being the southwest corner of Block 21 of said Glasscock Addition, same being the southwest corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, bears North 01°58’07” West, a distance of 59.81 feet;

THENCE North 88°01'53" East, with the south right-of-way line of E 11th Street and the north line of said Block 23, same being the north line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street (public right-of-way width varies), being the northeast corner of said Block 23, same being the northeast corner of the said 1.322 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the southeast corner

of said Block 21, same being the southeast corner of a 0.256 acre tract described in said Document No. 2026001200, bears North 01°58’07” West, a distance of 60.02 feet;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 23, same being the east line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the west right-of-way line of S Myrtle Street and the north right-of-way line of E University Avenue, being the southeast corner of said Block 23, same being the southeast corner of the said 1.322 acre tract, from which a 1/2” iron pipe found at the intersection of the west right-of-way line of S Myrtle Street and the south right-of-way line of E University Avenue, being the northeast corner of Lot 4, Cody’s Subdivision of Block I of the Hughes Addition, a subdivision of record in Cabinet A, Slide 110 of the Plat Records of Williamson County, Texas, bears South 02°12’17” East, a distance of 86.55 feet, then North 87°47’43” East, a distance of 11.37 feet;

THENCE South 88°01'53" West, with the north right-of-way line of E University Avenue and the south line of said Block 23, same being the south line of the said 1.322 acre tract, a distance of 240.00 feet to the **POINT OF BEGINNING**, containing 1.322 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-1.322 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
⦿	1/2" IRON PIPE FOUND (OR AS NOTED)
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
☒	"X" IN CONCRETE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

(A)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(B)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND
A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(C)

LOTS 3 AND 4
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.4296 ACRES
(2024007656)

(D)

LOT 1
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.24 ACRES
(2023104807)

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

3/12/2026

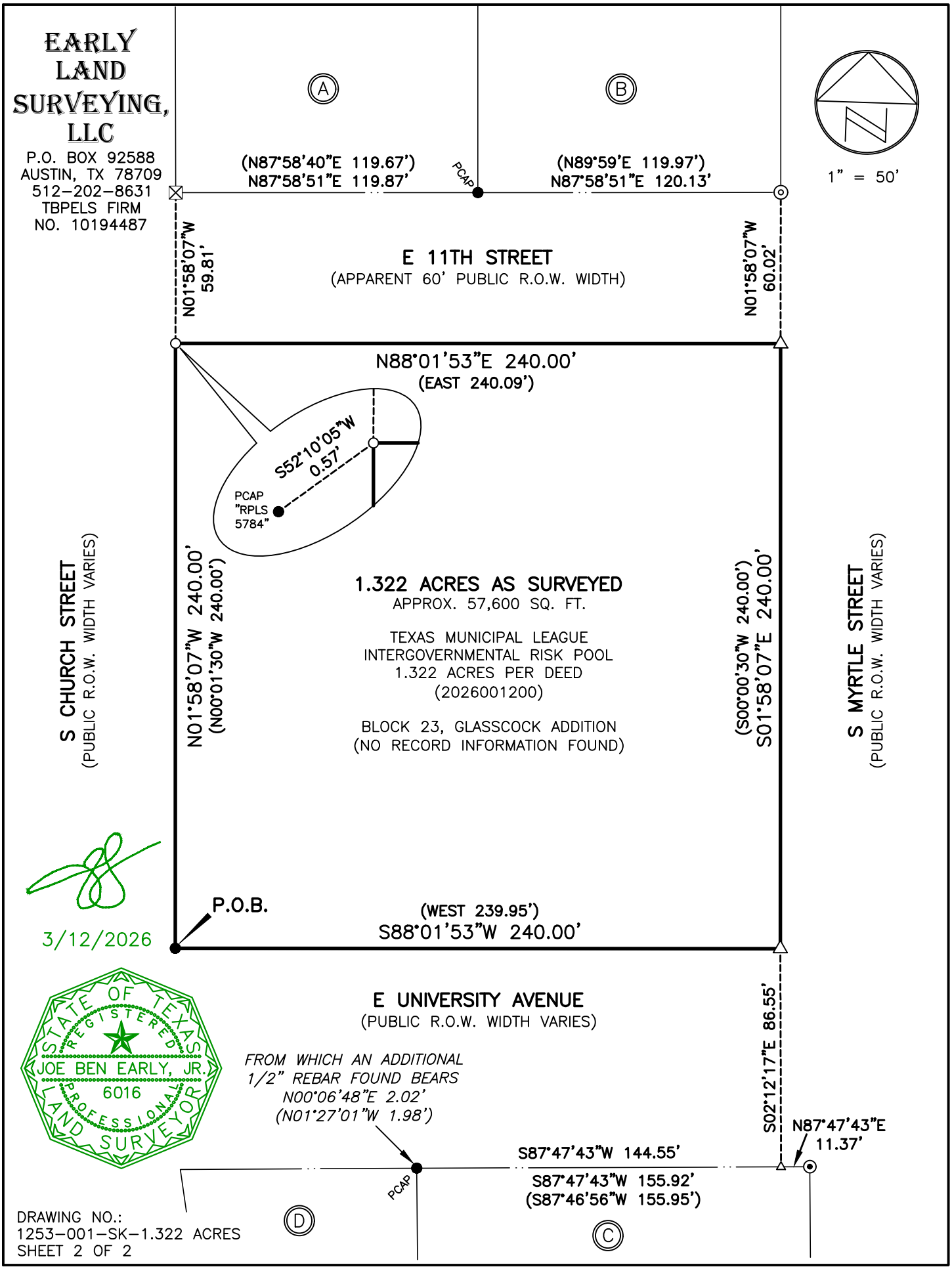
DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-1.322 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND
SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487



DRAWING NO.:
1253-001-SK-1.322 ACRES
SHEET 2 OF 2

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.257 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.257 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the west right-of-way line of S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, from which a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the northeast corner of Block 23 of said Glasscock Addition, same being the northeast corner of a 1.322 acre tract described in said Document No. 2026001200, bears South 01°58’07” East, a distance of 60.02 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.256 acre tract, a distance of 120.13 feet to a 1/2” rebar with an illegible cap found for the southwest corner of the said 0.256 acre tract, being the southeast corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, from which an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner of said Block 21, same being the southwest corner of the said 0.41 acre tract, bears South 87°58’51” West, a distance of 119.87 feet;

THENCE North 01°58'07" West, with the west line of the said 0.256 acre tract and the east line of the said 0.41 acre tract, a distance of 93.00 feet to a 1/2” rebar with “Early Boundary” cap set for the northwest corner of the said 0.256 acre tract, being the southwest corner of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE North 87°58'51" East, with the north line of the said 0.256 acre tract and the south line of the said tract described in Document No. 2023056903, a distance of 120.13 feet to a calculated point in the west right-of-way line of S Myrtle Street, being in the east line of said Block 21, being the northeast corner of the said 0.256 acre tract, being also the southeast corner of the said tract described in Document No. 2023056903;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 21, same being the east line of the said 0.256 acre tract, a distance of 93.00 feet to the **POINT OF BEGINNING**, containing 0.257 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.257 ACRES

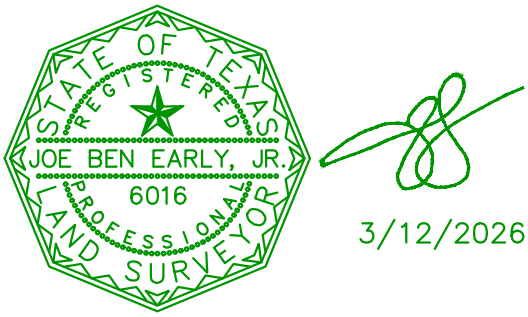
3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
( )	RECORD INFORMATION



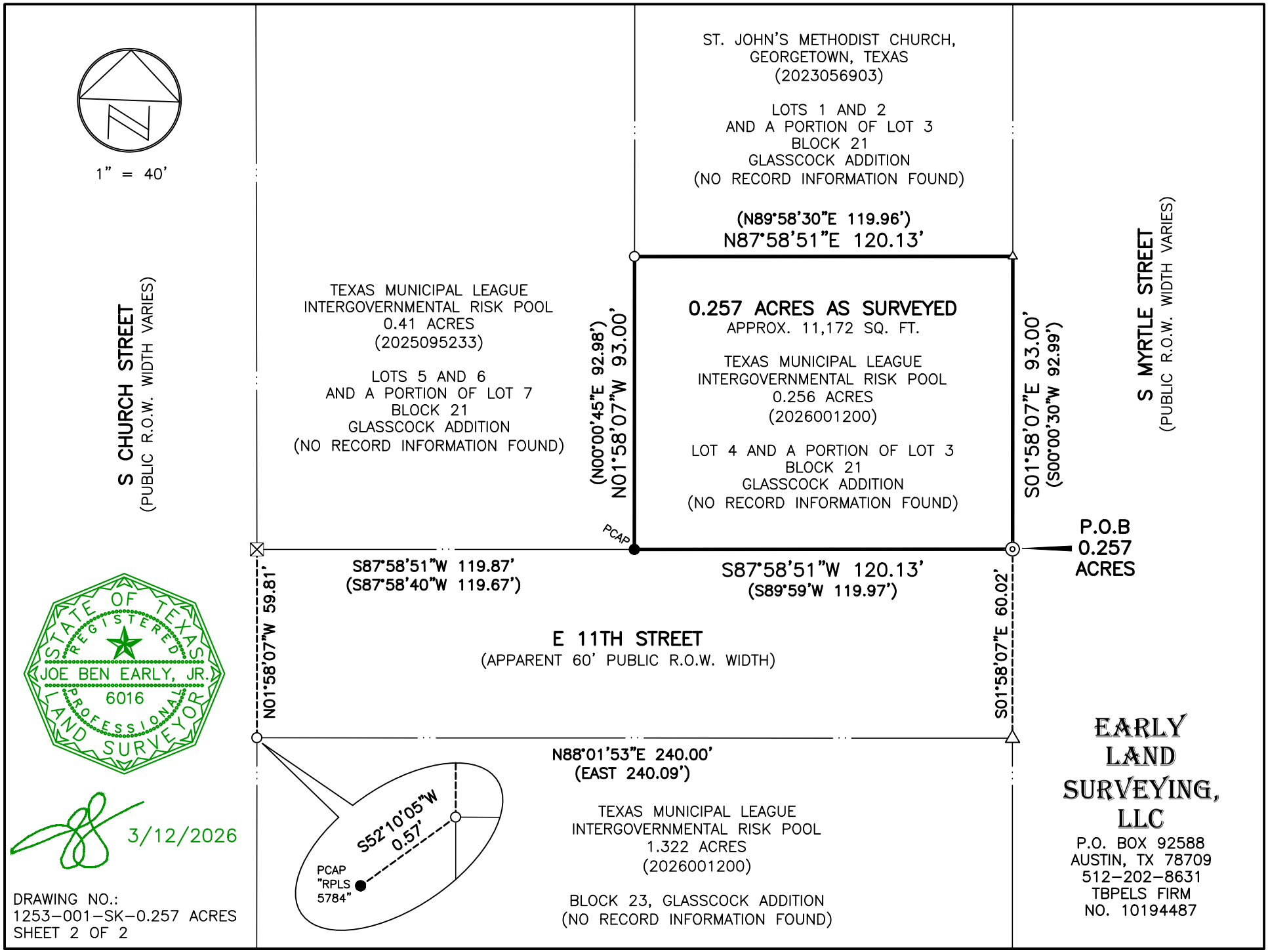
3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.257 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.257 ACRES


1" = 40'
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)
LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
ST. JOHN'S METHODIST CHURCH,
GEORGETOWN, TEXAS
(2023056903)
LOTS 1 AND 2
AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
(N89°58'30"E 119.96')
N87°58'51"E 120.13'
0.257 ACRES AS SURVEYED
APPROX. 11,172 SQ. FT.
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)
LOT 4 AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
(N00°00'45"E 92.98')
N01°58'07"W 93.00'
S01°58'07"E 93.00'
(S00°00'30"W 92.99')
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
PCAP
P.O.B
0.257
ACRES
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
S87°58'51"W 120.13'
(S89°59'W 119.97')
N01°58'07"W 59.81'
S01°58'07"E 60.02'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
N88°01'53"E 240.00'
(EAST 240.09')
S52°10'05"W
0.57'
PCAP
"RPLS
5784"
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
1.322 ACRES
(2026001200)
BLOCK 23, GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.257 ACRES
SHEET 2 OF 2
EARLY
LAND
SURVEYING,
LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.414 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.414 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner said Block 21, same being the southwest corner of the said 0.41 acre tract, from which a 1/2” rebar with “Early Boundary” cap set at the intersection of the south right-of-way line of E 11th Street and the east right-of-way line of S Church Street, being the northwest corner of Block 23 of said Glasscock Addition, same being the northwest corner of a 1.322 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas, bears South 01°58’07” East, a distance of 59.81 feet;

THENCE North 02°04'07" West, with the east right-of-way line of S Church Street and the west line of said Block 21, same being the west line of the said 0.41 acre tract, a distance of 150.21 feet to a 1/2” rebar with “Forest RPLS 1847” cap found for the northwest corner of the said 0.41 acre tract, being the southwest corner of a 0.247 acre tract described in Document No. 2013033121 of the Official Public Records of Williamson County, Texas;

THENCE North 87°55'32" East, crossing said Block 21, with the north line of the said 0.41 acre tract and the south line of the said 0.247 acre tract, a distance of 120.22 feet to a calculated point (corner inaccessible at time of survey) for the northeast corner of the said 0.41 acre tract, being the southeast corner of the said 0.247 acre tract, being also in the west line of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE South 01°52'51" East, crossing said Block 21, with the east line of the said 0.41 acre tract and the west line of the tract of land described in said Document No. 2023056903, a distance of 57.33 feet to a 1/2” rebar with “Early Boundary” cap set for the southwest corner of the tract of land described in said Document No. 2023056903, being the northwest corner of a 0.256 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas;

THENCE South 01°58'07" East, crossing said Block 21, with the west line of the said 0.41 acre tract and the east line of the said 0.256 acre tract, a distance of 93.00 feet to a 1/2” rebar with an illegible cap found in the north right-of-way line of E 11th Street, being in the south line of said Block 21, being the southeast corner of the said 0.41 acre tract, being also the southwest corner of the said 0.256 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, bears North 87°58’51” East, a distance of 120.13 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.41 acre tract, a distance of 119.87 feet to the **POINT OF BEGINNING**, containing 0.414 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.414 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
F●	1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

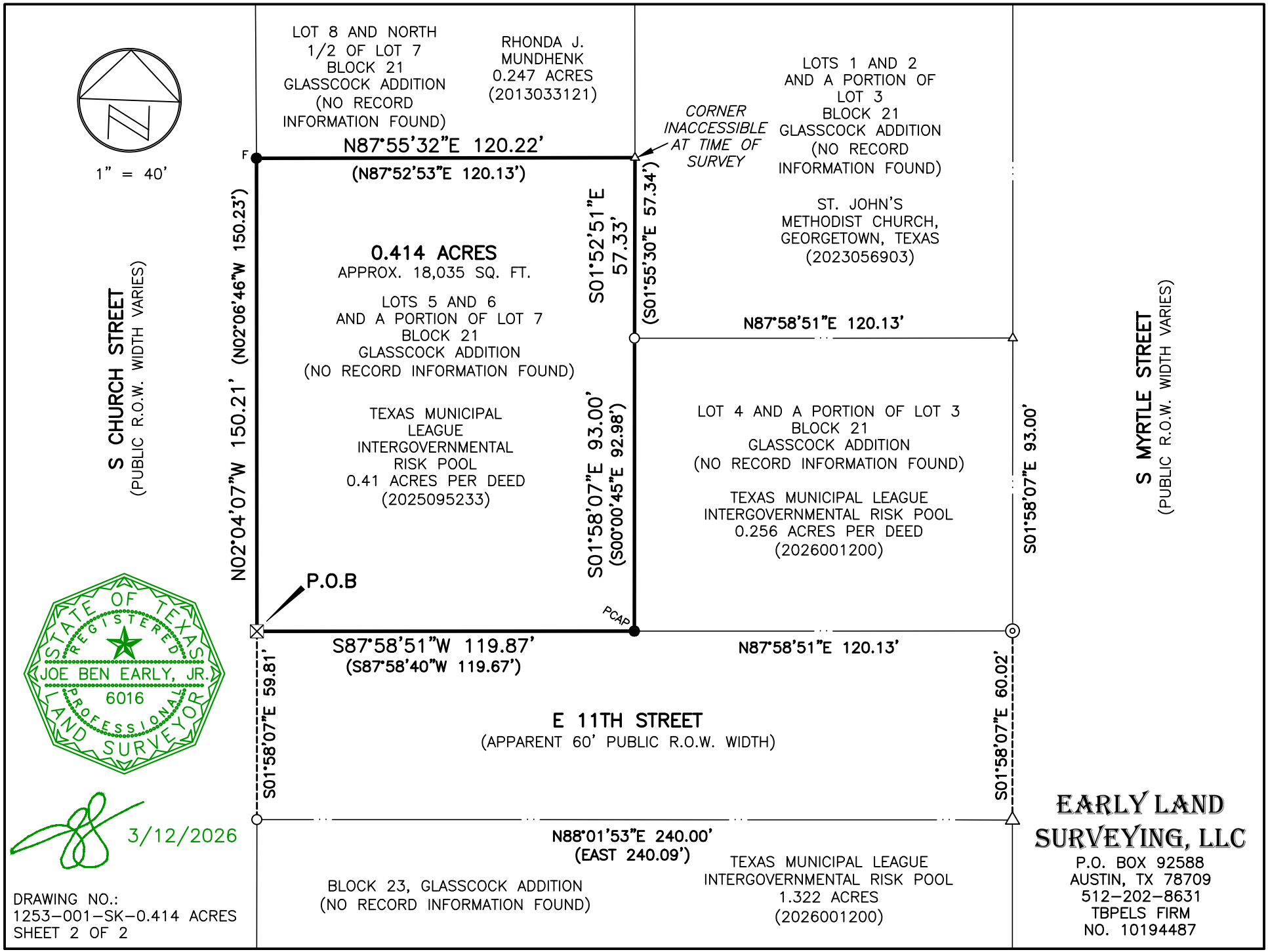
3/12/2026

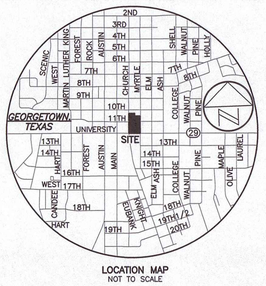
DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.414 ACRES
DRAWN BY: JBE & MAW
SHEET 1 OF 2

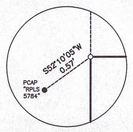
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

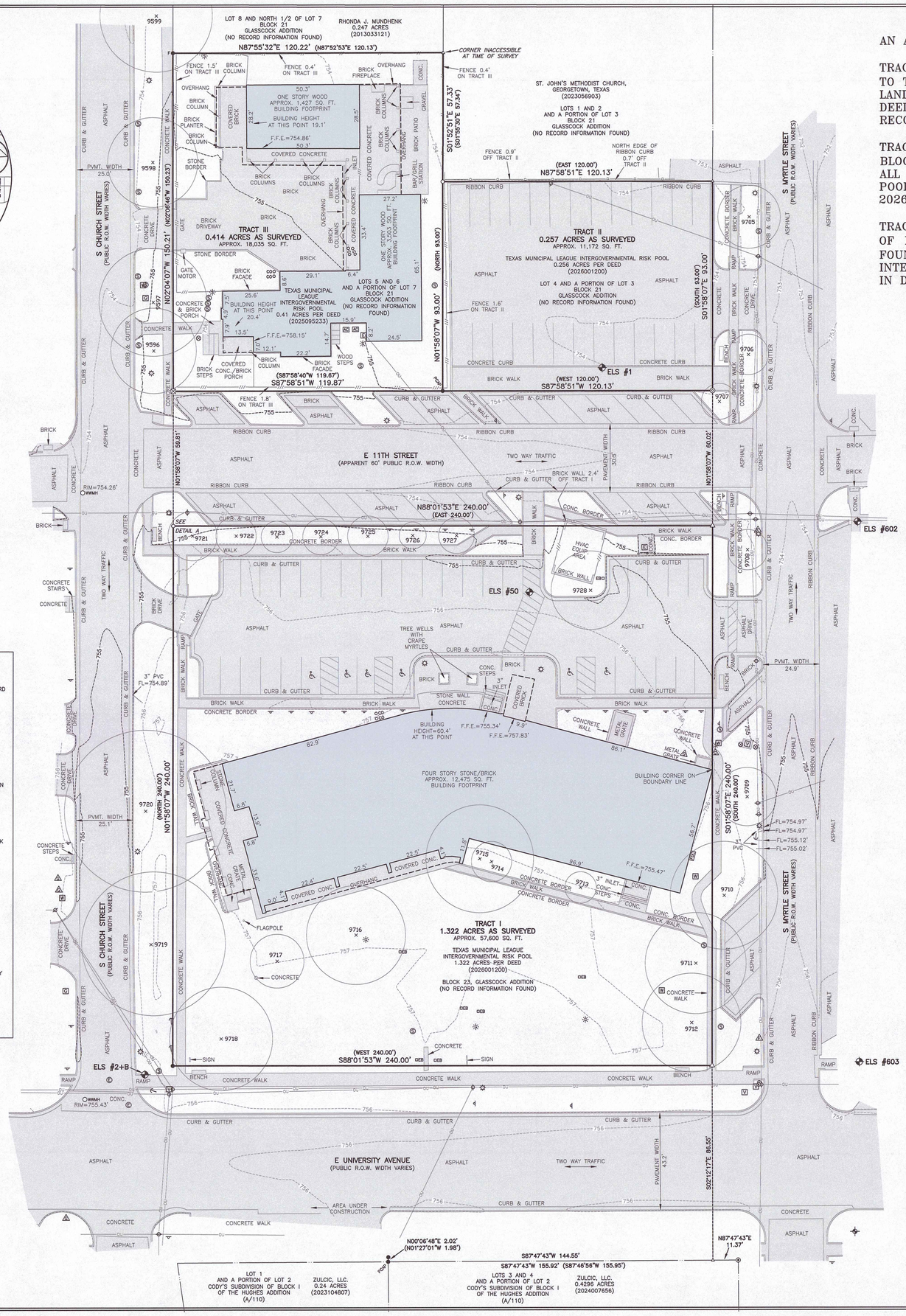
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.414 ACRES


1" = 40'
LOT 8 AND NORTH 1/2 OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
RHONDA J. MUNDHENK 0.247 ACRES (2013033121)
LOTS 1 AND 2 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
CORNER INACCESSIBLE AT TIME OF SURVEY
ST. JOHN'S METHODIST CHURCH, GEORGETOWN, TEXAS (2023056903)
F
N87°55'32"E 120.22'
(N87°52'53"E 120.13')
S01°52'51"E 57.33'
(S01°55'30"E 57.34')
N87°58'51"E 120.13'
0.414 ACRES
APPROX. 18,035 SQ. FT.
LOTS 5 AND 6 AND A PORTION OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.41 ACRES PER DEED (2025095233)
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
N02°04'07"W 150.21' (N02°06'46"W 150.23')
S01°58'07"E 93.00'
(S00°00'45"E 92.98')
LOT 4 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.256 ACRES PER DEED (2026001200)
S01°58'07"E 93.00'
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
P.O.B
PCAP
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
N87°58'51"E 120.13'
S01°58'07"E 59.81'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
S01°58'07"E 60.02'
N88°01'53"E 240.00'
(EAST 240.09')
BLOCK 23, GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 1.322 ACRES (2026001200)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.414 ACRES
SHEET 2 OF 2
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487





DETAIL A
NOT TO SCALE



AN ALTA/NSPS LAND TITLE SURVEY, TOPOGRAPHIC AND TREE SURVEY OF:

TRACT I: 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT II: 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT III: 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 20'
GRAPHIC SCALE
20 10 0 20

SOURCE BENCHMARK:

ELS #1: MAG NAIL WITH WASHER SET ALONG EDGE OF BRICK WALK NEAR THE PARKING LOT THAT IS NORTH OF EAST 11TH STREET. APPROX. 69' N.W. OF A LIGHT STANDARD THAT IS IN THE R.O.W. OF S MYRTLE STREET.

ELEVATION = 754.26'

STATE PLANE COORDINATES:
N 10204383.77
E 3132435.25

VERTICAL DATUM: NAVD 88 (GEOID 12B)

ADDITIONAL BENCHMARKS:

ELS #2+B: MAG NAIL WITH WASHER SET IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S CHURCH STREET.

ELEVATION = 755.83'

STATE PLANE COORDINATES:
N 10204062.82
E 3132242.92

ELS #50: MAG NAIL WITH WASHER SET IN THE CROSSWALK THAT TRAVERSES THE ASPHALT PARKING LOT IN FRONT OF THE BUILDING.

ELEVATION = 755.47'

STATE PLANE COORDINATES:
N 10204283.02
E 3132406.41

ELS #602: "x" FOUND IN CONCRETE SIDEWALK AT THE SOUTHEAST CORNER OF THE INTERSECTION OF E 11TH STREET AND S MYRTLE STREET.

ELEVATION = 754.65'

STATE PLANE COORDINATES:
N 10204319.30
E 3132551.20

ELS #603: "x" FOUND IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S MYRTLE STREET.

ELEVATION = 756.97'

STATE PLANE COORDINATES:
N 10204079.33
E 3132560.42

VERTICAL DATUM: NAVD 88 (GEOID 12B)

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- F● 1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
- PCAP ● 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
- ○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
- ◎ PUNCH/DRILL HOLE IN CONCRETE FOUND
- △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
- ⊠ "X" IN CONCRETE FOUND
- △ CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- W WATER METER
- WV WATER VALVE
- FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECT
- SPRINKLER CONTROL VALVE
- WATER SPIGOT
- PVC STUBOUT
- UTILITY POLE
- GUY WIRE
- BOLLARD
- E ELECTRIC UTILITY
- E ELECTRIC MANHOLE
- EB ELECTRIC PULL BOX
- LIGHT POLE
- GROUND LIGHT
- UNDERGROUND FIBER OPTIC MARKER
- G GAS METER
- UNDERGROUND GAS MARKER
- AC AC PAD
- CO CLEANOUT
- WWMH WASTEWATER MANHOLE
- HANDICAP PARKING
- SIGN
- V UTILITY VAULT
- —OU— OVERHEAD UTILITIES
- —o— CHAIN LINK FENCE
- —///— WROUGHT IRON FENCE
- —//— WOOD FENCE
- F.F.E. FINISHED FLOOR ELEVATION
- PVC POLYVINYL CHLORIDE PIPE
- ( ) RECORD INFORMATION

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK
(514) (LO) 17 14 11 (29.5)
INDIVIDUAL TRUNK DIA. (IN INCHES) — TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

9596 PEC 19	9715 PALM 24
9597 PEC 24	9716 CE 22
9598 RO 20	9717 TOH 12 DEAD
9599 RO 25	9718 PEC 23
9705 LO 14	9719 LO 32 DEAD
9706 LO 9	9720 LO 36
9707 LO 8	9721 LO 11
9708 LO 9	9722 LO 9
9709 LO 13	9723 LO 7
9710 CE 23.5	9724 LO 8
9711 PEC 22.5	9725 LO 9
9712 PEC 22	9726 LO 6
9713 PINE 7	9727 LO 8
9714 PINE 6 6 (9)	9728 LO 8 8 6 5 (17.5)

CE = CEDAR ELM
CYP = CYPRESS
LO = LIVE OAK
PEC = PECAN
PINE = PINE
PALM = PALM
RO = RED OAK
TOH = TREE OF HEAVEN

TREES SHOWN AS LOCATED BY EARLY LAND SURVEYING, SIZES AND TYPES PROVIDED BY BARTLETT TREE EXPERTS (ARBORIST).

TITLE COMMITMENT NOTE (TRACTS I & II):

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 15374–2828066 Effective Date: 7/27/23 Issued: 8/3/23

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re–listed below were considered:

There are no survey related matters listed in Schedule B to consider.

TITLE COMMITMENT NOTE: (TRACT III)

The Survey for Tract III was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

FLOOD–PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0293F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS:

TRACT I: 205 E University Avenue, Georgetown, TX 78626
TRACT II: 1014 S Myrtle St, Georgetown, TX 78626
TRACT III: 1009 S Church Street, Georgetown, TX 78626

ATTACHMENTS: None

UNABLE TO SAFELY OPEN MANHOLES DUE TO VOLUME OF TRAFFIC

BEARING BASIS:

THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- CPM Texas
- Texas Municipal League Intergovernmental Risk Pool
- First American Title Insurance Company
- First American Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7a, 7b1, 7c, 8, 9 and 14 of Table A thereof.

- The field work for Tracts I and II was completed on September 9, 2025.
- Updated in the office to add TRACT II on September 30, 2025.
- Updated in the office to reconcile trees with arborist determinations on December 3, 2025.
- The field work for Tract III was completed on March 3, 2026.

3/4/26

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

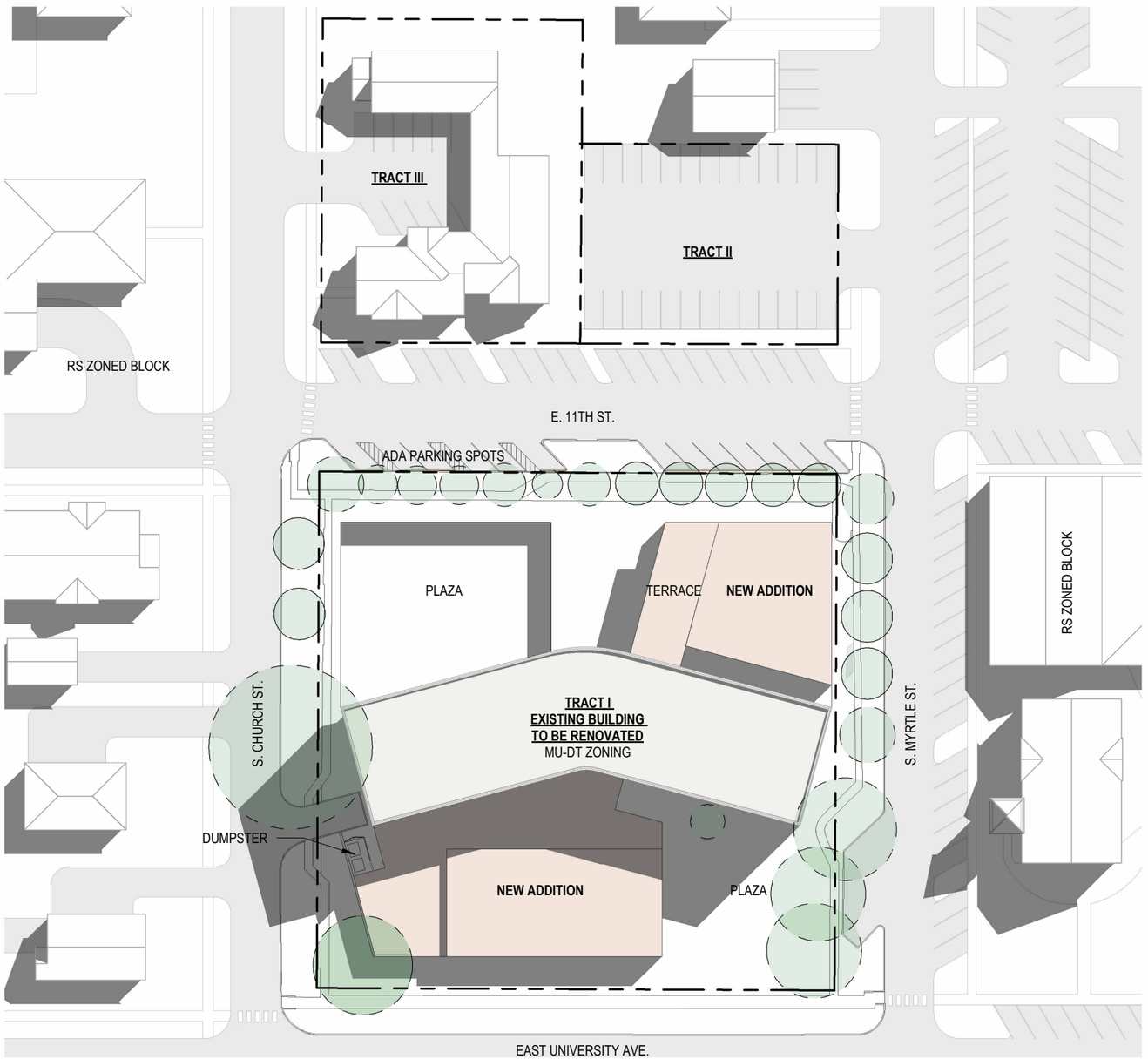
STATE OF TEXAS
JOE BEN EARLY, JR.
6016
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8531
TBPELS FIRM NO. 10194487

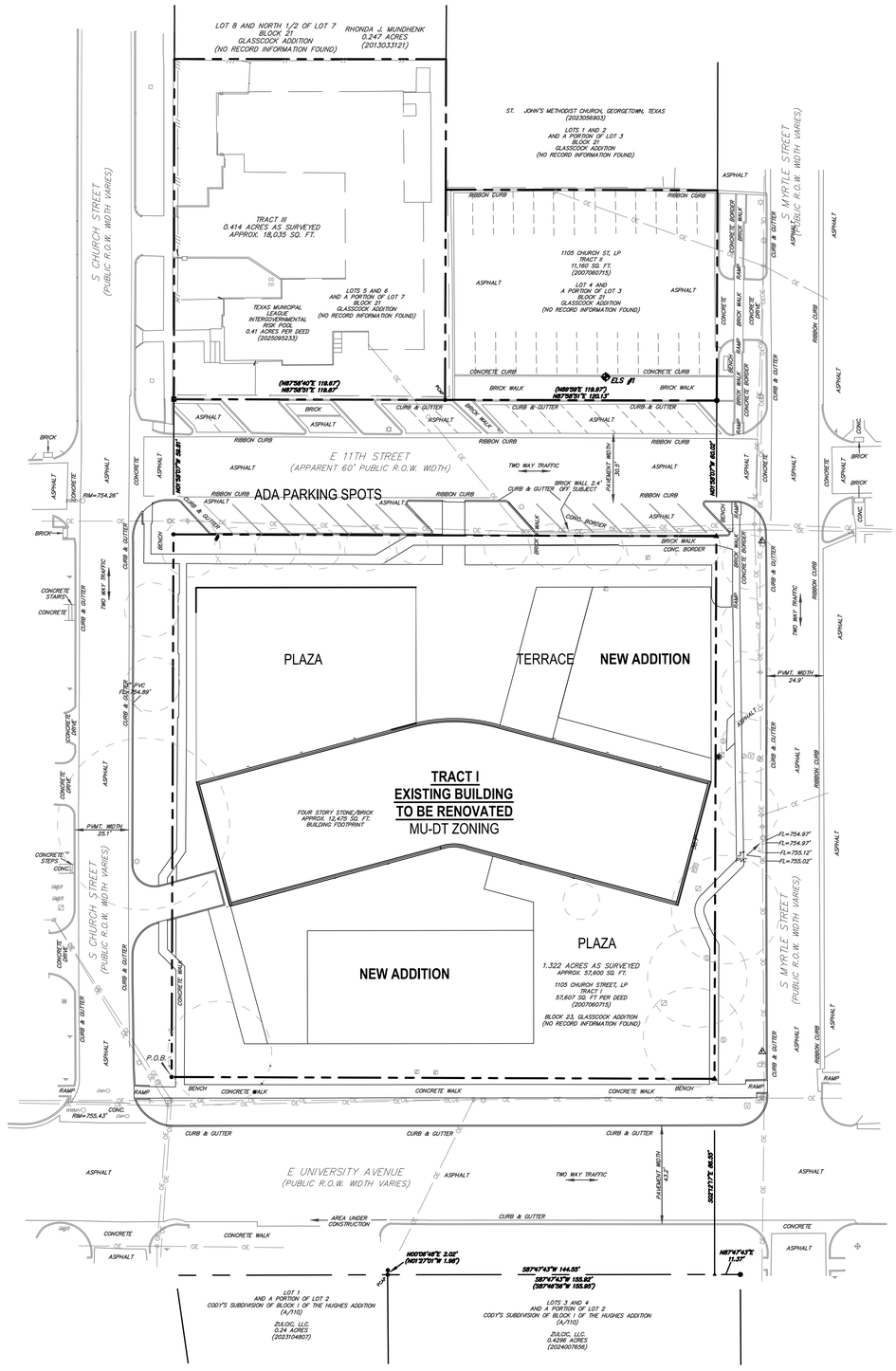
PROJECT NO.: 1253–001
DRAWING NO.: 1253–001–BASE
PLOT DATE: 3/4/26
PLOT SCALE: 1" = 20'
DRAWN BY: SAN–MAW–JBE
SHEET 01 OF 01

EXHIBIT D - CONCEPT SITE PLAN



Project Description:
Renovation of a 4 story building including the renovation of an existing basement level and removal of level 5. Renovation will include two additions, an assembly space on the south and an amenity space on the north side of the existing building.

Note:
Subject to alterations due to the COG requirement.
The final concept will defer to HARC action.
This Concept Site Plan does not include tree preservation or landscaping. 1.11 8.02 8.04 8.06



garza
7708 Rialto Blvd., Suite 125
Austin, Texas 78735
Tel: (512) 298-2264 Fax (512) 298-2592
TBPE: F-1439 TBPLS: F-10028
Garza EMC, LLC © Copyright 2026

DATE	NO.	REVISION

EXHIBIT E

TEXAS MUNICIPAL CENTER
205 E UNIVERSITY AVE.

TEXAS MUNICIPAL LEAGUE

DRAWN BY:
DESIGNED BY:
QA / QC:
PROJECT NO.: 114159-00001

SHEET
EXH
OF

811 Know what's below. Call before you dig.

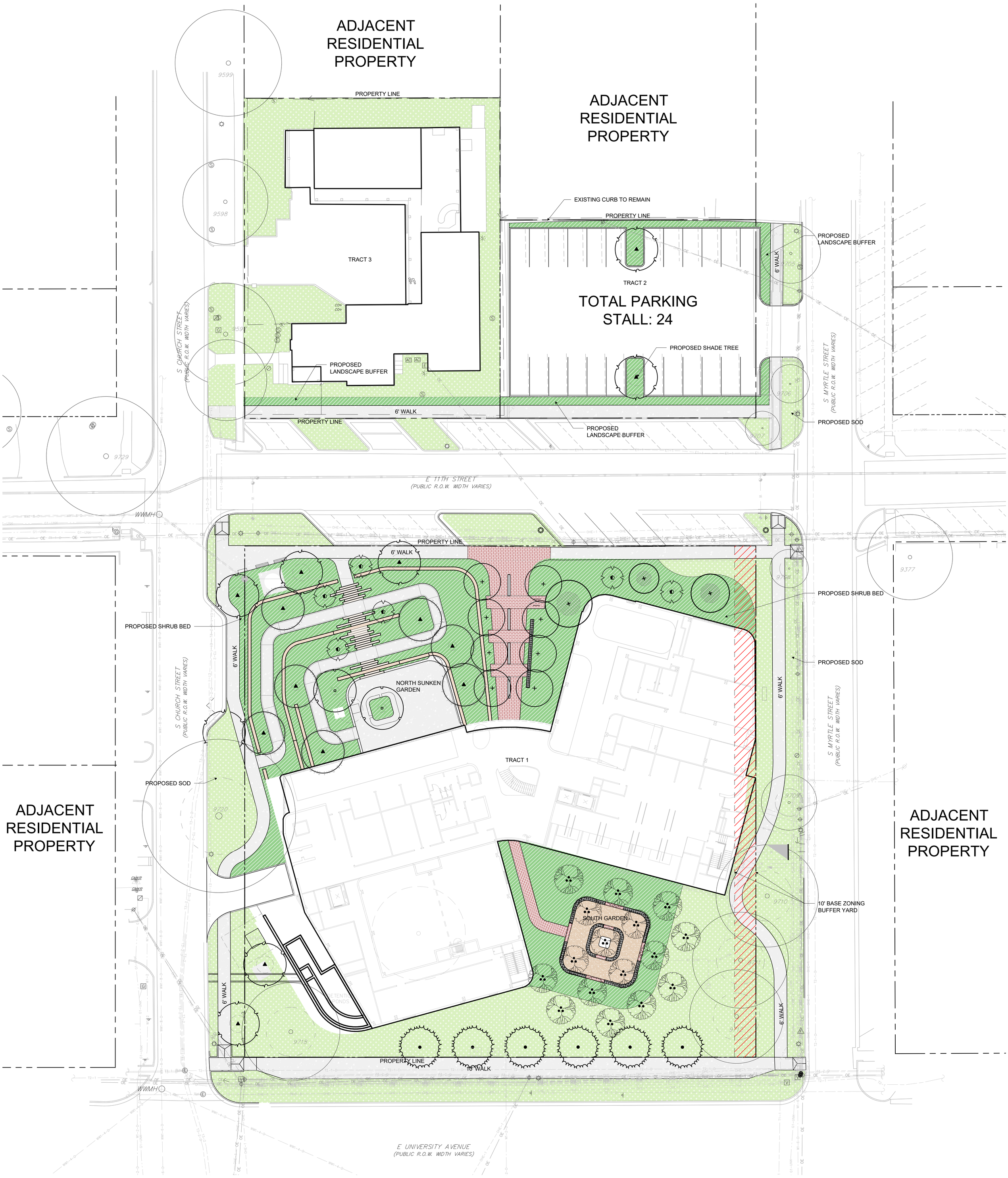
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

V:\114159-00001\Civil\00-CAD\EXHIBITS\0226-02-11 Transportation Exhibit.dwg modified by mhyde on Mar 11, 26 3:37 PM

NOTE: The landscape plan final approval is subject to review for compliance of the UDC via an SDP for approval by the City" 1.11 8.02, 8.04, 8.05, & 8.06

LEGEND:	
	PLANTING AND GROUND COVER
	SOLID SOD
	PEDESTRIAN RATED CONCRETE
	BRICK PAVER
	DECOMPOSED GRANITE
	GRAVEL
	CMU WALL WITH STONE VENEER
	BRICK WALL
	LIMESTONE BLOCK
	BIKE RACK
	BENCH
	LITTER AND RECYCLING

LEGEND:	
	CHINKAPIN OAK Quercus muehlenbergii
	MEXICAN SYCAMORE Platanus mexicana
	LACEBARK ELM Ulmus parvifolia
	MONTEREY OAK Quercus polymorpha



TEXAS MUNICIPAL CENTER

205 E University Avenue

EXHIBIT F

CONCEPTUAL LANDSCAPE PLAN

SCALE: 1"=20'

0 20' 40'

Texas Municipal Center Planned Unit Development 2025-2-PUD

City Council

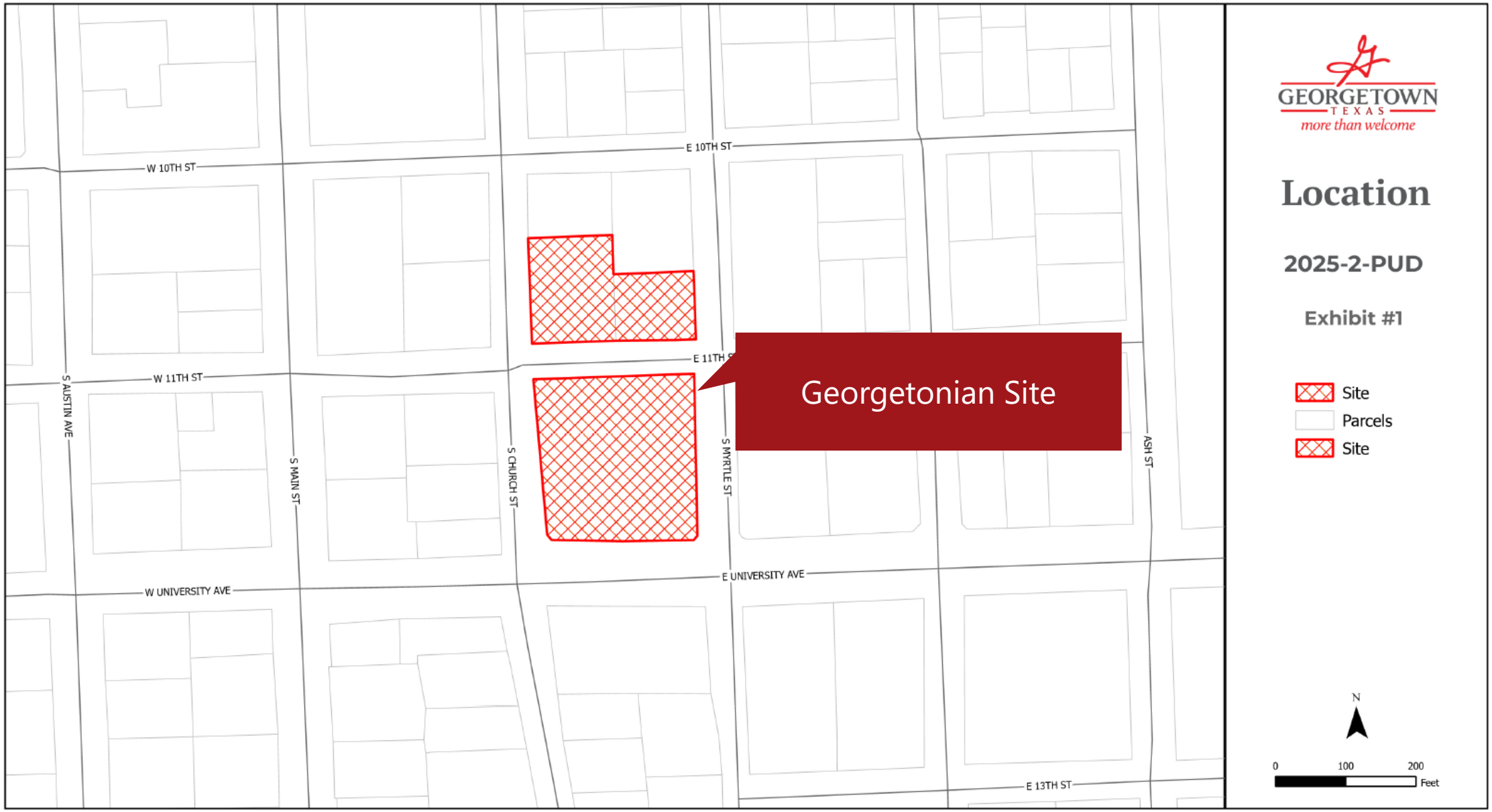
September 8, 2026

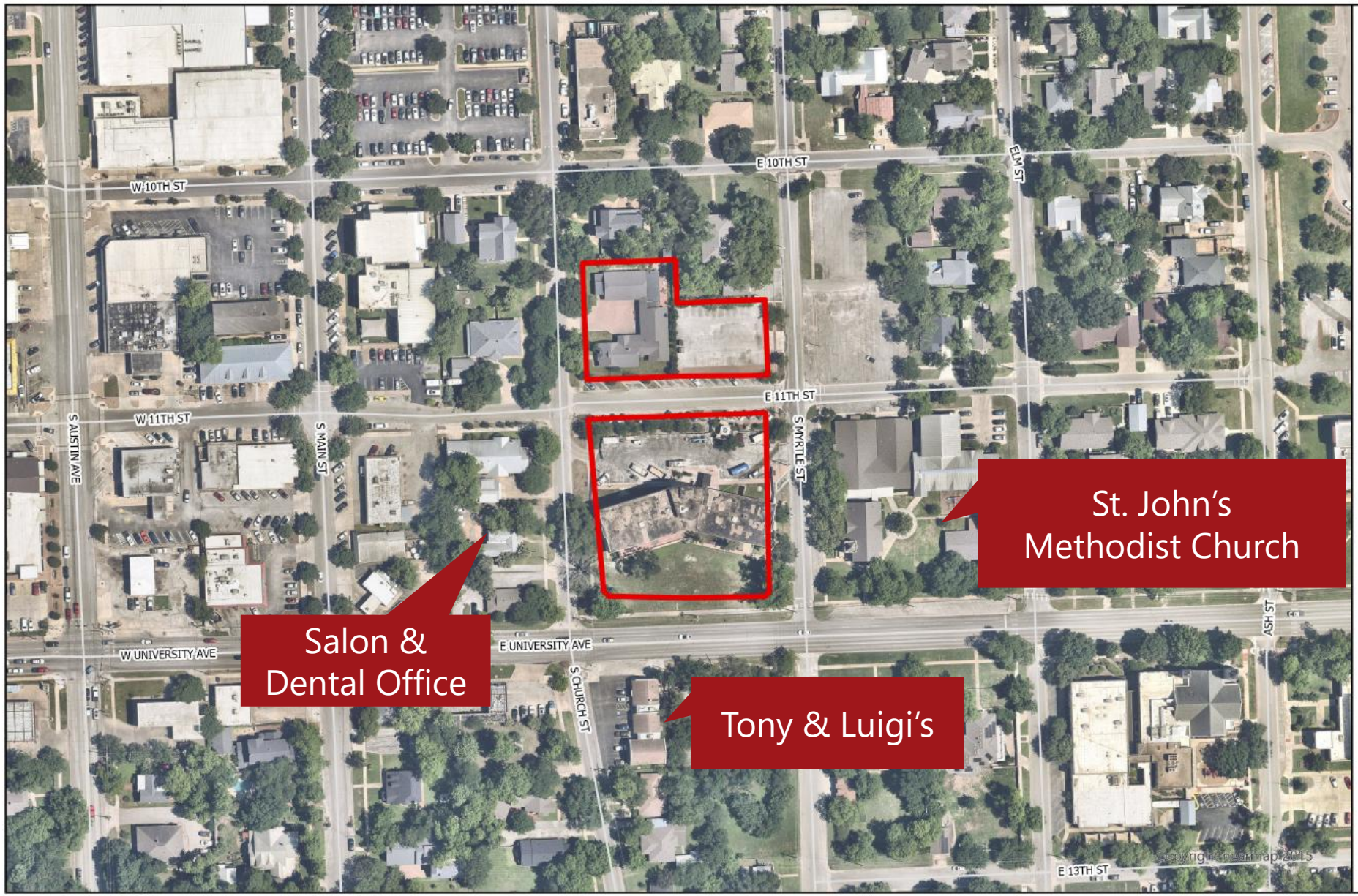
GEORGETOWN TEXAS

Item Under Consideration

2025-2-PUD

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Lots 1-8, Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director


GEORGETOWN
TEXAS
more than welcome
Location
2025-2-PUD
Exhibit #1
Site
Parcels
Site
Georgetonian Site
W 10TH ST
E 10TH ST
W 11TH ST
E 11TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
S MYRTLE ST
ASH ST
W UNIVERSITY AVE
E UNIVERSITY AVE
E 13TH ST
N
0
100
200
Feet



GEORGETOWN
TEXAS
more than welcome

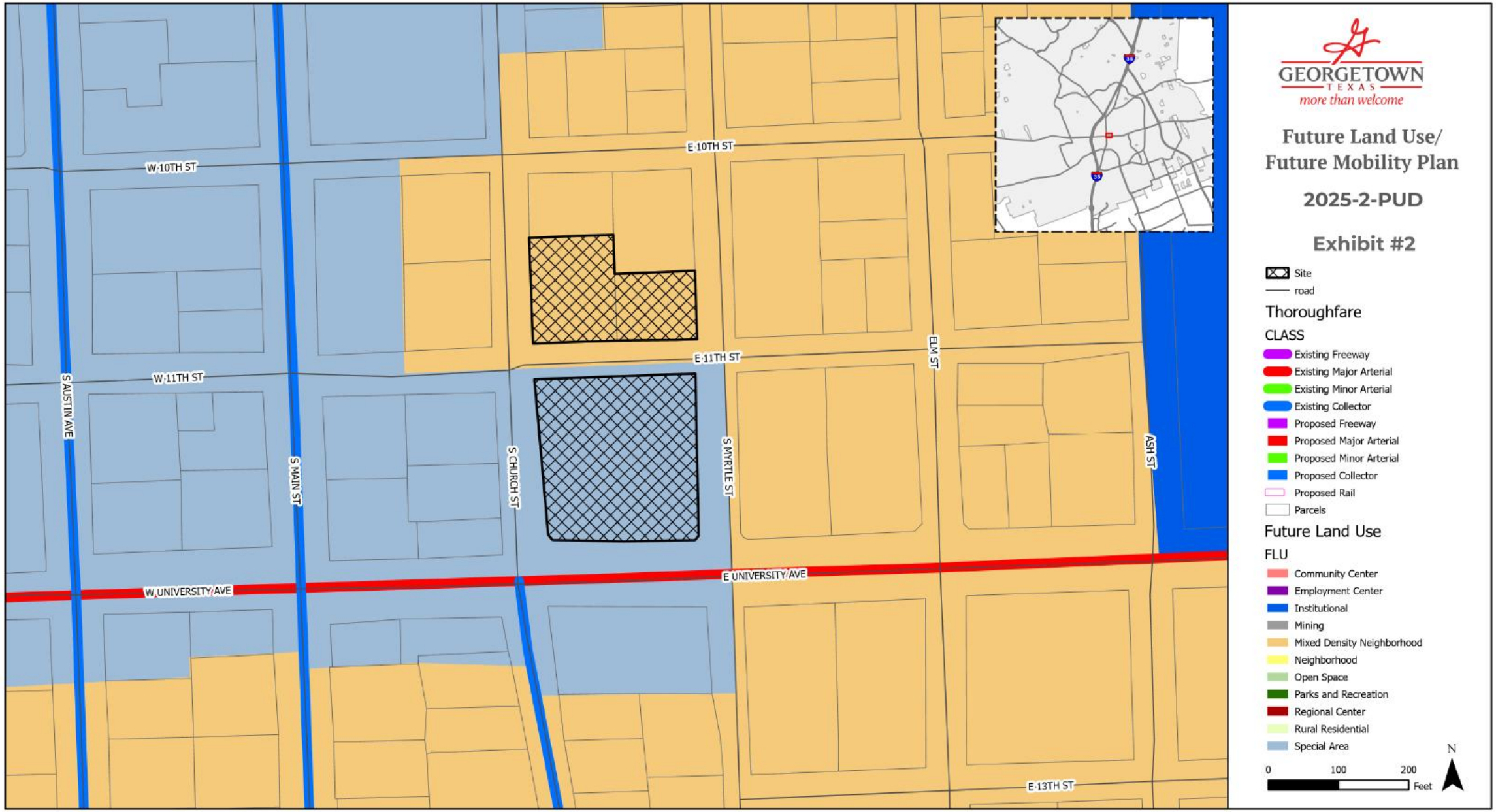
Aerial

2025-2-PUD

Site
road

N

0 100 200 Feet


GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2025-2-PUD
Exhibit #2
Site
road
Thoroughfare
CLASS
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
Parcels
Future Land Use
FLU
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
0
100
200
Feet
N
W 10TH ST
E 10TH ST
W 11TH ST
E 11TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
S MYRTLE ST
ELM ST
ASH ST
W UNIVERSITY AVE
E UNIVERSITY AVE
E 13TH ST

Special Area (SA)

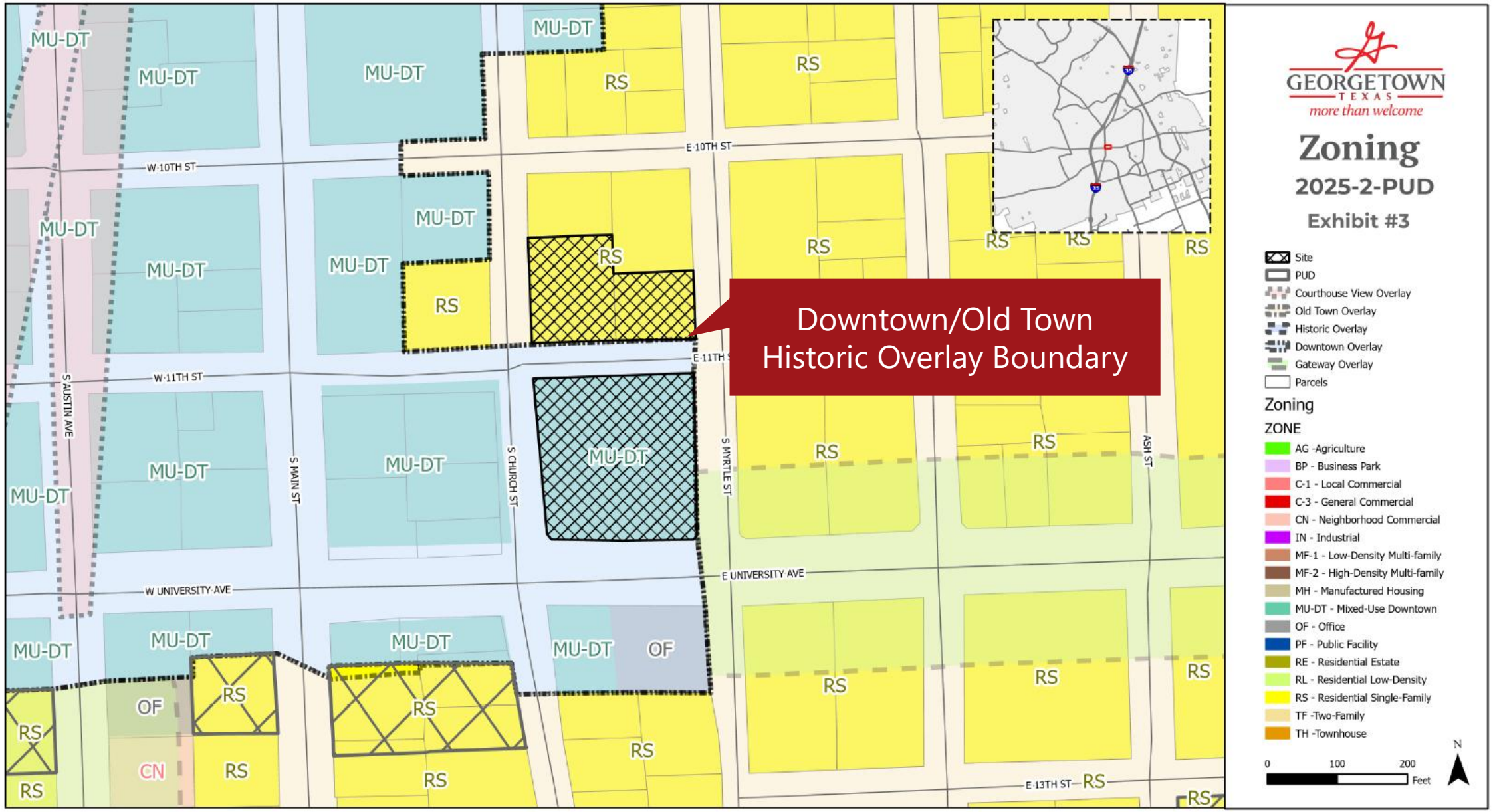
- Unique Destinations that emphasize retail, office, and entertainment uses
- Emphasis on building design, landscaping, public spaces
- Pedestrian oriented places that often include shopping streets, shared parking, and strong links to surrounding areas

- **DUA:** ⩾ 14 units or greater
- **Target Ratio:** Development Specific
- **Primary Use:** Mixed-use (high-density residential and retail)
- **Secondary Uses:** Medium-density residential, office, commercial, recreational, and civic uses

Mixed Density Neighborhood (MDN)

- Provides for a variety of single-family and medium density housing types in a compact network of complete, walkable streets
- Consistent with and complimentary to a traditional neighborhood, with an emphasis on connectivity
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Non-residential uses located at arterials and major intersections with appropriate buffering and pedestrian elements

- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-2-PUD
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
Gateway Overlay
Parcels
Zoning
ZONE
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
100
200
Feet
N
Downtown/Old Town
Historic Overlay Boundary
W 10TH ST
E 10TH ST
W 11TH ST
E 11TH ST
W UNIVERSITY AVE
E UNIVERSITY AVE
E 13TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
S MYRTLE ST
ASH ST
MU-DT
RS
OF
CN

Current - Residential Single-Family (RS)

- Medium density
- Primarily single-family neighborhoods
- May be located in proximity of neighborhood-friendly commercial
- Protected from incompatible uses

Dimensional Standards

- Min. lot size = 5,500 sq. ft.
- Min. lot width = 45’
- Max building height = 35’
- Front setback = 20’
- Side setback = 6’
- Rear setback = 10’
- Side/rear street setback = 15’
- Street facing garage setback = 25’

Mixed Use Downtown (MU-DT)

- Mix of land uses, including general commercial and retail
- Also includes single-family and multi-family in the downtown area
- Smaller in scale and scope
- Only appropriate in the traditional downtown area
- Shall meet design requirements of the Downtown Overlay District and Design Guidelines

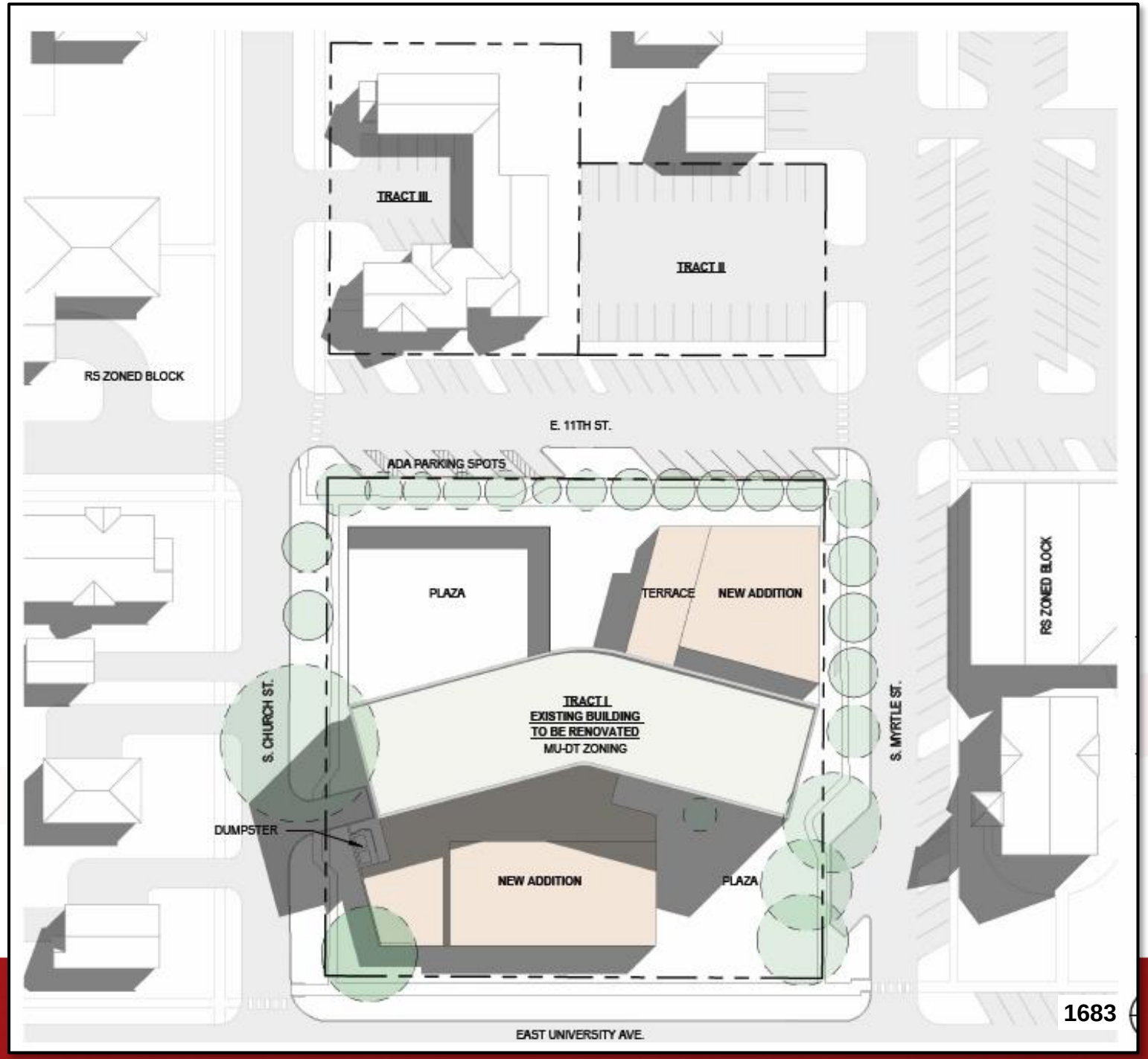
Dimensional Standards

- Max building height = 40’
- Setbacks = 0’
- 90% impervious cover
- 10’ landscape buffer to residential zoning

Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses

Concept Site Plan



GEORGETOWN TEXAS

Deviations from UDC Standards

UDC Standard	Proposed PUD Standard
UDC Sec. 5.4.020.K. Maximum Office Space	Square footage not to exceed 95,000
UDC Sec. 4.09.090 Open Space	Minimum open space of 6,000 sq ft
UDC Sec. 7.03.050.C. Horizontal & Vertical Articulation	Increase of horizontal articulation requirement to 120’ Increase in vertical articulation requirement to 4 times the building height
UDC Sec. 7.03.040 – Roof Style & Treatment	2:12 Pitch Roof, Parapets less than 2’ above roof line
UDC Sec. 9.02.010 Parking Requirements	Maximum parking requirement of 200 spaces ADA provided in ROW

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

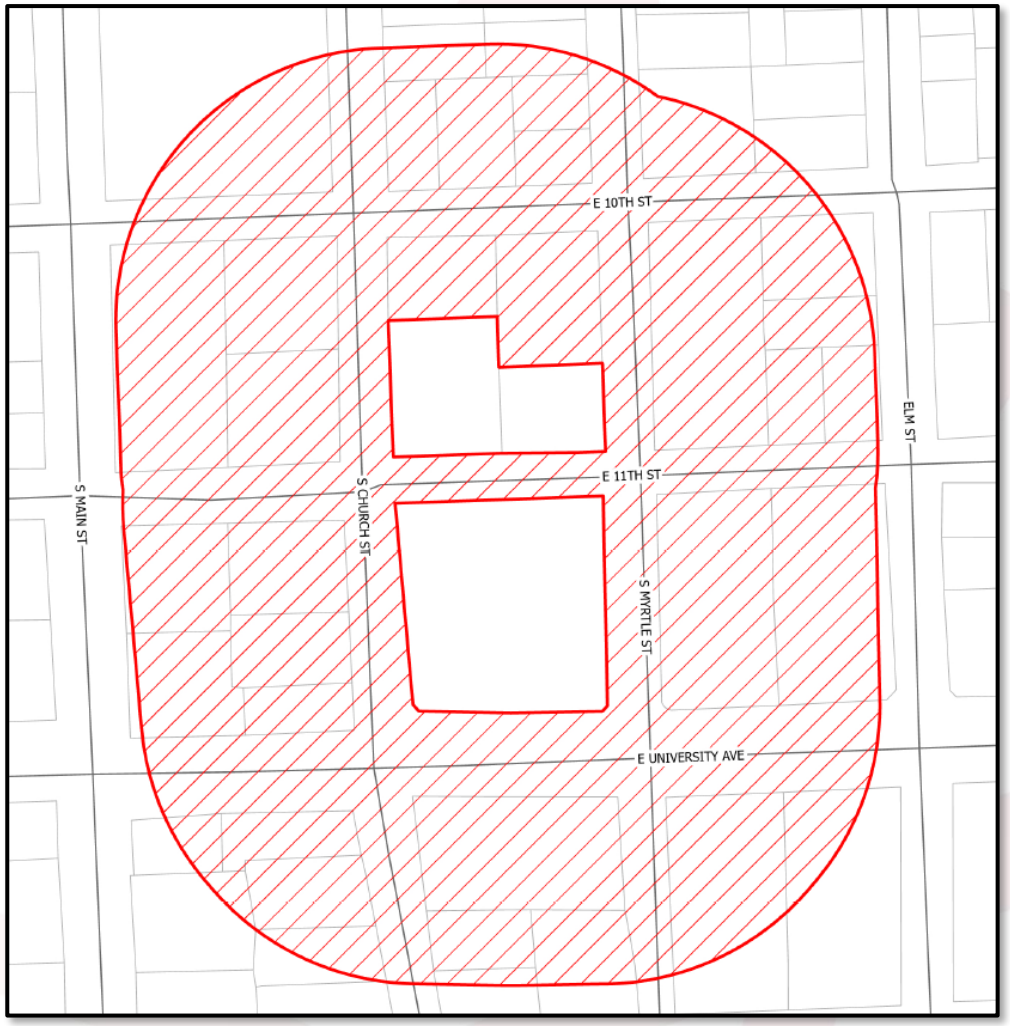
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	X		
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	X		
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	X		

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.	X		
The location of general building envelopes to take maximum advantage of the natural and manmade environment.	X		
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

Public Notifications

- 82 property owners within the 300' buffer
- Notice in Sun News on July 5, 2026
- 8 Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their July 21, 2026 meeting, the Planning & Zoning Commission recommended **APPROVAL** of the request (7-0).

City Council Action on First Reading

- At their 8.25.2026 meeting, the City Council APPROVED the first reading of the ordinance (8-0)

Summary

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Lots 1-8, Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD)
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

Second Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 1.322 ACRES OF BLOCK 23, GLASSCOCK ADDITION, 0.257 ACRES OF LOT 4, LOT 3 (SP), BLOCK 21 GLASSCOCK ADDITION, AND 0.414 ACRES OF LOTS 5-6, LOT 7 (SP), BLOCK 21 OF GLASSCOCK ADDITION, GENERALLY LOCATED AT 205 EAST UNIVERSITY AVENUE, 1014 MYRTLE STREET, AND 1009 CHURCH STREET FROM THE MIXED-USE DOWNTOWN (MU-DT), AND RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICTS TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT WITH A BASE ZONING OF MIXED-USE DOWNTOWN (MU-DT); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: **July 15, 2026**
Case Number: **2025-2-PUD**
Case Manager: **Allyson Iiams, Preservation & Redevelopment Program Manager**

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Preservation & Redevelopment Program Manager

AGENDA ITEM DETAILS

Project Name:	Texas Municipal Center Planned Unit Development
Applicant:	Jackson Walker LLP, c/o Pamela Madere
Property Owner:	Texas Municipal League Intergovernmental Risk Pool, c/o Jeffrey Snyder
Property Address:	205 E. University Street, 1014 Myrtle Street, and 1009 Church Street
Legal Description:	1.322 acres of Block 23, Glasscock Addition, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition
Current Zoning:	Mixed-Use Downtown (MU-DT), and Residential Single-Family (RS)
Case History:	This is the second public hearing for this request. The request was considered by the Planning and Zoning Commission, in their meeting on July 21, 2026, with a recommendation of approval (7-0).

APPLICANT'S REQUEST

The applicant is requesting a Planned Unit Development with a base zoning of Mixed-Use Downtown (MU-DT) to allow them to establish the site as the headquarters and corporate offices for the TMLIRP.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located within the Downtown Overlay District and the Old Town Neighborhood Overlay District. The site contains the existing Georgetonian building, which is zoned Mixed-Use Downtown (MU-DT), and two Residential Single-Family (RS) lots. The surrounding area consists of residential uses to the north and east, including St. John's Methodist Church and a four-plex adjacent to

a commercial parking lot. To the south and west, the area transitions to additional MU-DT properties with a mix of office, commercial, salon, and residential uses.

Zoning Trends:

Rezoning activity in the surrounding area has been limited. The adjacent property located to the northwest of the subject site was rezoned to MU-DT in 2021. In addition, two properties further north of the site, near the intersection of 3rd and Church Streets, received MU-DT zoning in 2025 and 2026.

Present Property Description:

The project area consists of three separate properties. The southernmost parcel is improved with the historic Georgetonian building, which was previously utilized as office space, with parking located north of the structure. The northeastern parcel is developed as a surface parking lot. The northwestern parcel is improved with a historic residential structure.

STAFF ANALYSIS

Technical Review:

The southern parcel of the subject property has a Future Land Use designation of Special Area, which is intended to integrate a variety of complementary uses with an emphasis on retail, office, and entertainment activities. The two northern parcels are designated Mixed-Density Neighborhood (MDN), which is intended to accommodate medium-density residential development, neighborhood-serving commercial uses, and civic uses.

The proposed rezoning is consistent with the Future Land Use Map. The southern parcel supports the intent of the Special Area designation, while the two northern parcels will accommodate small non-residential uses, including office space and associated parking, consistent with the MDN designation.

The proposed rezoning request was reviewed by all applicable City departments to evaluate the appropriateness of the requested zoning. No comments or concerns were identified.

Staff reviewed the proposed rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment and Section 3.06.040 for a Planned Unit Development, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

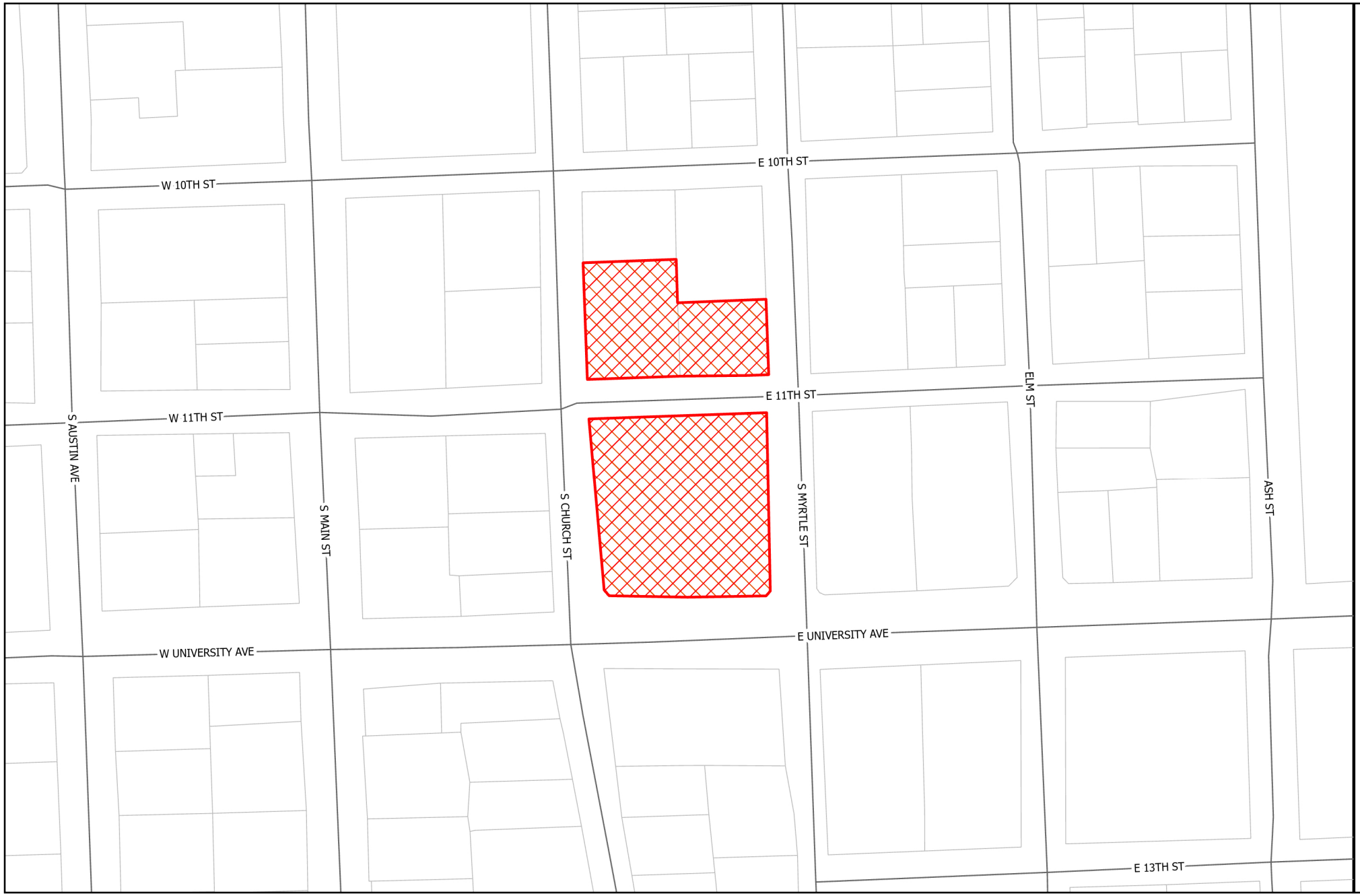
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the zoning request (82 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (July 5, 2026) and 8 signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Planned Unit Development Proposal
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Allyson Iiams, Assistant Planning Director



GEORGETOWN
TEXAS
more than welcome

Location

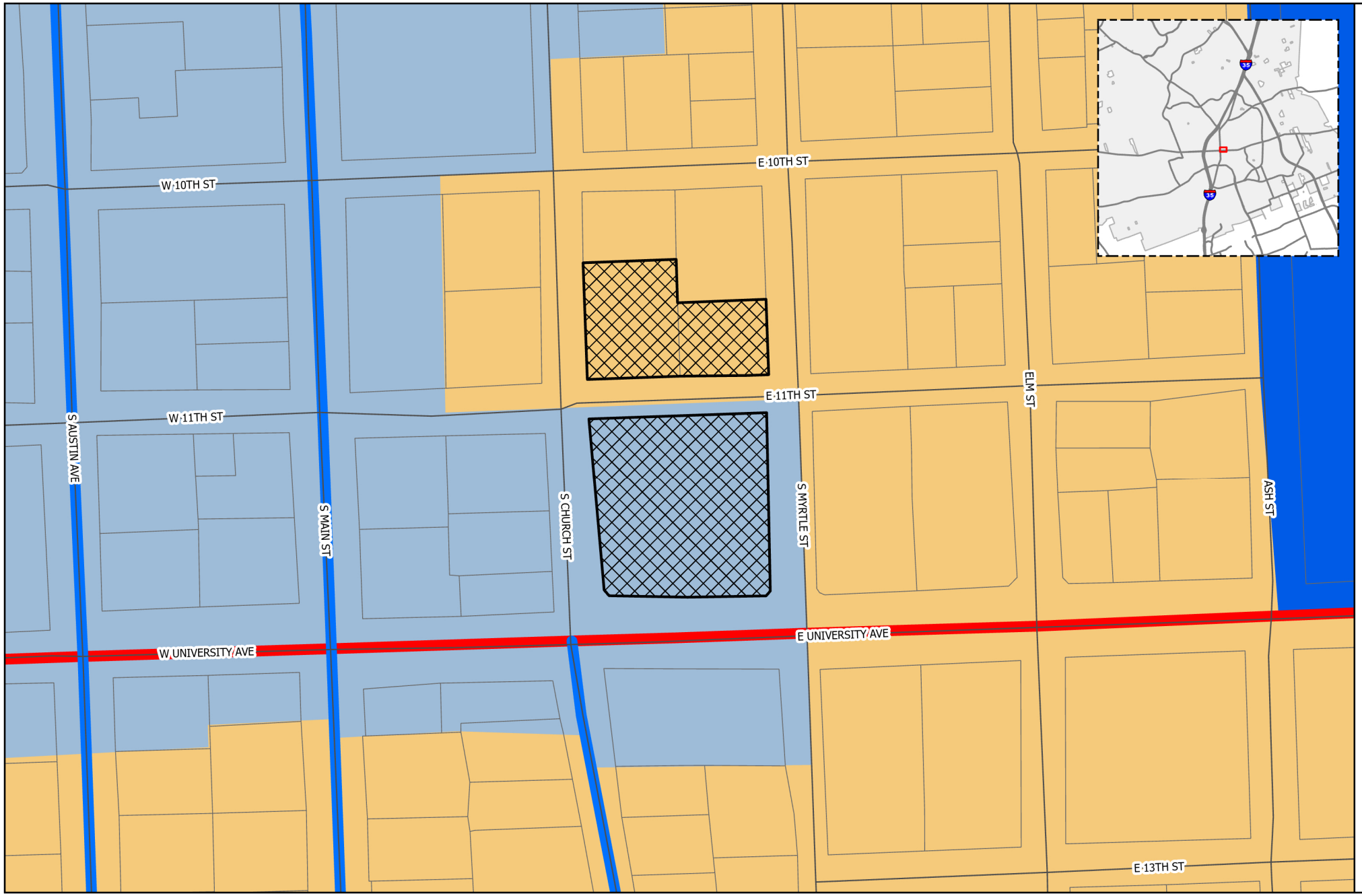
2025-2-PUD

Exhibit #1

Site
Parcels
Site

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-2-PUD

Exhibit #2

Site
road

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

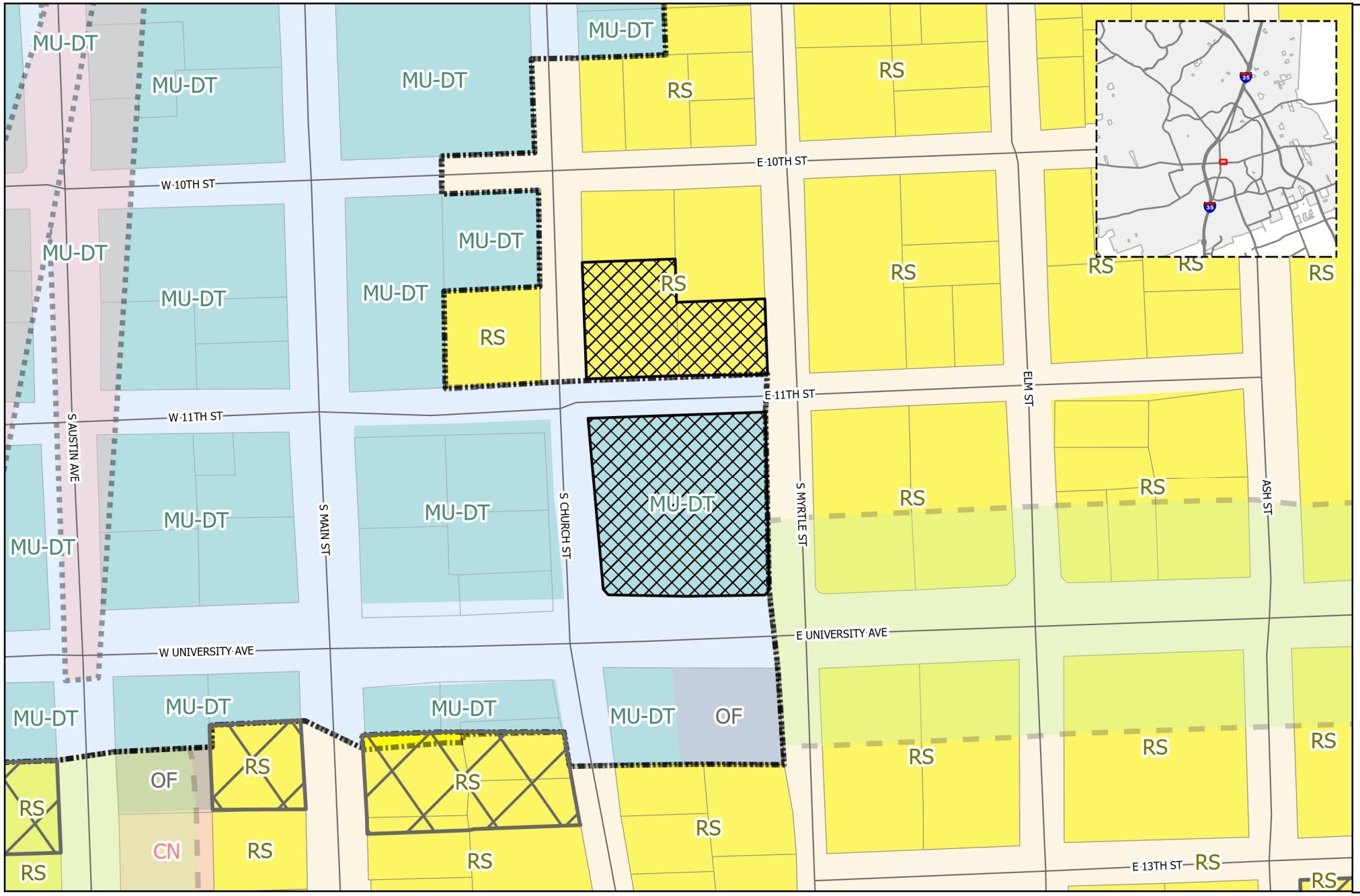
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-2-PUD

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

ZONE

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse

0 100 200 Feet

N

EXHIBIT A
TEXAS MUNICIPAL CENTER
PLANNED UNIT DEVELOPMENT (PUD)
DEVELOPMENT PLAN
JULY 1, 2026

A. PROPERTY - LEGAL DESCRIPTION

Tract I: A tract or parcel containing 1.322 acres or approximately 57,600 square feet of land being all of Block 23, Glasscock Addition in the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; Tract II: A tract or parcel containing 0.257 acres or approximately 11,172 square feet of land, being all of Lot 4 and a portion of Lot 3, Block 21, of the Glasscock Addition to the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; and Tract III: A tract or parcel containing 0.414 acres or approximately 18,035 square feet of land being all of Lots 5 and 6, and a portion of Lot 7, Block 21, Glasscock Addition conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated December 2, 2025 and recorded in Document No. 2025095233 of the Official Public Records of Williamson County (collectively approximately 1.993 acres, the "Property"), as reflected in **Exhibit "B"**.

B. PURPOSE

The proposed Texas Municipal Center ("TMC") development is submitted as a Planned Unit Development ("PUD"), with a base zoning district of Mixed-Use Downtown zoning ("MU-DT").

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code ("UDC") in order to implement the vision for the Property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC this Development Plan, titled **Exhibit "A"**, is a summary of the development and design standards for the Property.

The PUD is intended to create a set of development standards for TMC consisting of three (3) existing buildings and an existing parking lot. Two (2) proposed building additions totaling a maximum of 95,000 gross square feet will be added to Tract I. The intended occupancy of these buildings will include, but is not limited to, professional and business offices, general office, and other related uses permitted within the MU-DT base zoning district.

C. APPLICABILITY AND BASE ZONING

In accordance with City of Georgetown ("City") UDC all development of the Property shall conform to the MU-DT base zoning district. Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at the time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the event that this Development Plan does not address a specific item, the UDC and any other applicable Ordinances shall apply. In the event of a conflict

between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPT PLAN

A Concept Plan is attached as **Exhibit "D"** to illustrate the building footprints, building information and design intent for the Property.

E. LAND USES

The TMC PUD is intended to establish the Property as the general headquarters and corporate office for the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP"). The TMC PUD permitted uses with no limitations or Special Use Permit requirements include the following uses: (i) General Office, (ii) Integrated Office Center (iii) Office, Professional and Business, (iv) Event Facility as an accessory use to the Primary Use, and as a Primary Use, and (v) Personal Services. Uses that are not specified as permitted uses with no limitations or Special Use Permit requirements will be subject to the UDC MU-DT zoning district allowed uses. Prohibited uses are those listed in the UDC under the MU-DT zoning district.

F. DESIGN STANDARDS

1. PURPOSE

In order to provide attention in design and human scale and to minimize the appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

2. OFFICE AREA

The total building square footage on Tract I shall not exceed 95,000.

3. OPEN SPACE

a. Additions are located on site in portions of Property where they are least likely to impact adjacent existing historic structures. The northwest corner of the Property is adjacent to historic homes and will be utilized as outdoor open space. The southeast corner adjacent to St. John's Methodist Church will also remain as open space. Both additions help to transition a large, noncompatible structure to be more compatible with the surrounding area and Old Town Character.

b. The minimum square footage of open space within the PUD will be 6,000 square feet, which will be privately maintained.

4. BUILDING ARTICULATION -HORIZONTAL (FOOTPRINT) and Vertical ARTICULATION (ELEVATION)

a. The UDC and the Historic District Design Guidelines indicate specific building

Articulation and Architectural Features for horizontal and vertical offsets. The existing building and proposed additions will not comply with vertical and horizontal articulation requirements.

b. Horizontal Articulation (Footprint).

Where the length of the wall is less than 120 feet, articulation is not required.

c. Vertical Articulation (Elevation).

No building wall shall extend laterally for a distance greater than four times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

5. BUILDING ELEMENTS

a. Roof styles for the new additions will be less than 2-to-12 pitch to be more compatible with the existing building.

b. Roof treatments for the new additions will include parapets that are less than two feet above the roof line to be more compatible with the existing building.

G. PARKING

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

1. Off-street parking is not required when a shared parking agreement is provided. The City of Georgetown parking garage located at East 9th Street and South Main Street will be utilized for off-street parking. The maximum required parking will be 200 spaces.

2. ADA parking will be provided in the R.O.W. along the north side of the Property on 11th Street via an accessible route subject to approval by the City. Loading and trash collection is also proposed to be located in the R.O.W. (area to be determined).

H. VEHICULAR ACCESS AND CIRCULATION

1. The site is bounded by three Local Downtown Streets to the west, north, and east: S Church Street, East 11th street, and south Myrtle Street. The site is bounded by SH 29 to the south. There are no roadway modifications planned for this project.

2. **Exhibit "E"** reflects the existing roadway network and City roadway standards.

I. TREE SURVEY

A tree survey of the Property is reflected in **Exhibit "C"**. The PUD will be subject to the Tree Ordinance 2025-54 or any modifications to the Tree Ordinance at the time of site development plan approval.

J. LANDSCAPE REQUIREMENTS

The landscape plan will comply with the requirements of the UDC as shown on **Exhibit "F"**, Concept Landscape Plan with the following exceptions:

1. The sidewalks under all heritage trees in the R.O.W. along Church and Myrtle Streets will remain in place within the ½ critical root zone to limit disturbance and impact to the root zones. In the event that the sidewalk needs to be repaired/replaced due to damage during construction or unsafe conditions, the sidewalk will be rebuilt in its current location subject to review by the City of Georgetown 8.02.030.

K. IMPERVIOUS COVER

The portion of the Property within the Downtown Overlay District effective on the date of the PUD approval is allowed a 95% maximum impervious cover. Tracts II and III, which are outside of the Downtown Overlay, will be subject to 70% impervious cover at the time either Tract is redeveloped. The existing impervious cover conditions on Tracts II and III will remain as is.

L. PUD MODIFICATIONS

In conformance with the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD except where the Director of Planning determines such modifications to be minor the Director may authorize such modifications. Minor modifications may include changes to building sizes or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

Exhibit A – Development Plan
Exhibit B – Field Notes, Survey, & Legal Description
Exhibit C – Tree Survey
Exhibit D – Concept Plan
Exhibit E – Transportation
Exhibit F – Landscape Plan

EXHIBIT B
FIELD NOTES & SURVEY

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.322 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.322 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar found at the intersection of the north right-of-way line of E University Avenue (public right-of-way width varies) and the east right-of-way line of S Church Street (public right-of-way width varies), being the southwest corner of said Block 23, same being the southwest corner of the said 1.322 acre tract;

THENCE North 01°58'07" West, with the east right-of-way line of S Church Street and the west line of said Block 23, same being the west line of the said 1.322 acre tract, a distance of 240.00 feet to a 1/2” rebar with “Early Boundary” cap set at the intersection of the east right-of-way line of S Church Street and the south right-of-way line of E 11th Street (apparent 60’ public right-of-way width), being the northwest corner of said Block 23, same being the northwest corner of the said 1.322 acre tract, from which an “X” in concrete found at the intersection of the east right-of-way line of S Church Street and the north right-of-way line of E 11th Street, being the southwest corner of Block 21 of said Glasscock Addition, same being the southwest corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, bears North 01°58’07” West, a distance of 59.81 feet;

THENCE North 88°01'53" East, with the south right-of-way line of E 11th Street and the north line of said Block 23, same being the north line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street (public right-of-way width varies), being the northeast corner of said Block 23, same being the northeast corner of the said 1.322 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the southeast corner

of said Block 21, same being the southeast corner of a 0.256 acre tract described in said Document No. 2026001200, bears North 01°58’07” West, a distance of 60.02 feet;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 23, same being the east line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the west right-of-way line of S Myrtle Street and the north right-of-way line of E University Avenue, being the southeast corner of said Block 23, same being the southeast corner of the said 1.322 acre tract, from which a 1/2” iron pipe found at the intersection of the west right-of-way line of S Myrtle Street and the south right-of-way line of E University Avenue, being the northeast corner of Lot 4, Cody’s Subdivision of Block I of the Hughes Addition, a subdivision of record in Cabinet A, Slide 110 of the Plat Records of Williamson County, Texas, bears South 02°12’17” East, a distance of 86.55 feet, then North 87°47’43” East, a distance of 11.37 feet;

THENCE South 88°01'53" West, with the north right-of-way line of E University Avenue and the south line of said Block 23, same being the south line of the said 1.322 acre tract, a distance of 240.00 feet to the **POINT OF BEGINNING**, containing 1.322 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-1.322 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
⦿	1/2" IRON PIPE FOUND (OR AS NOTED)
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

(A)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(B)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND
A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(C)

LOTS 3 AND 4
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.4296 ACRES
(2024007656)

(D)

LOT 1
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.24 ACRES
(2023104807)

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

3/12/2026

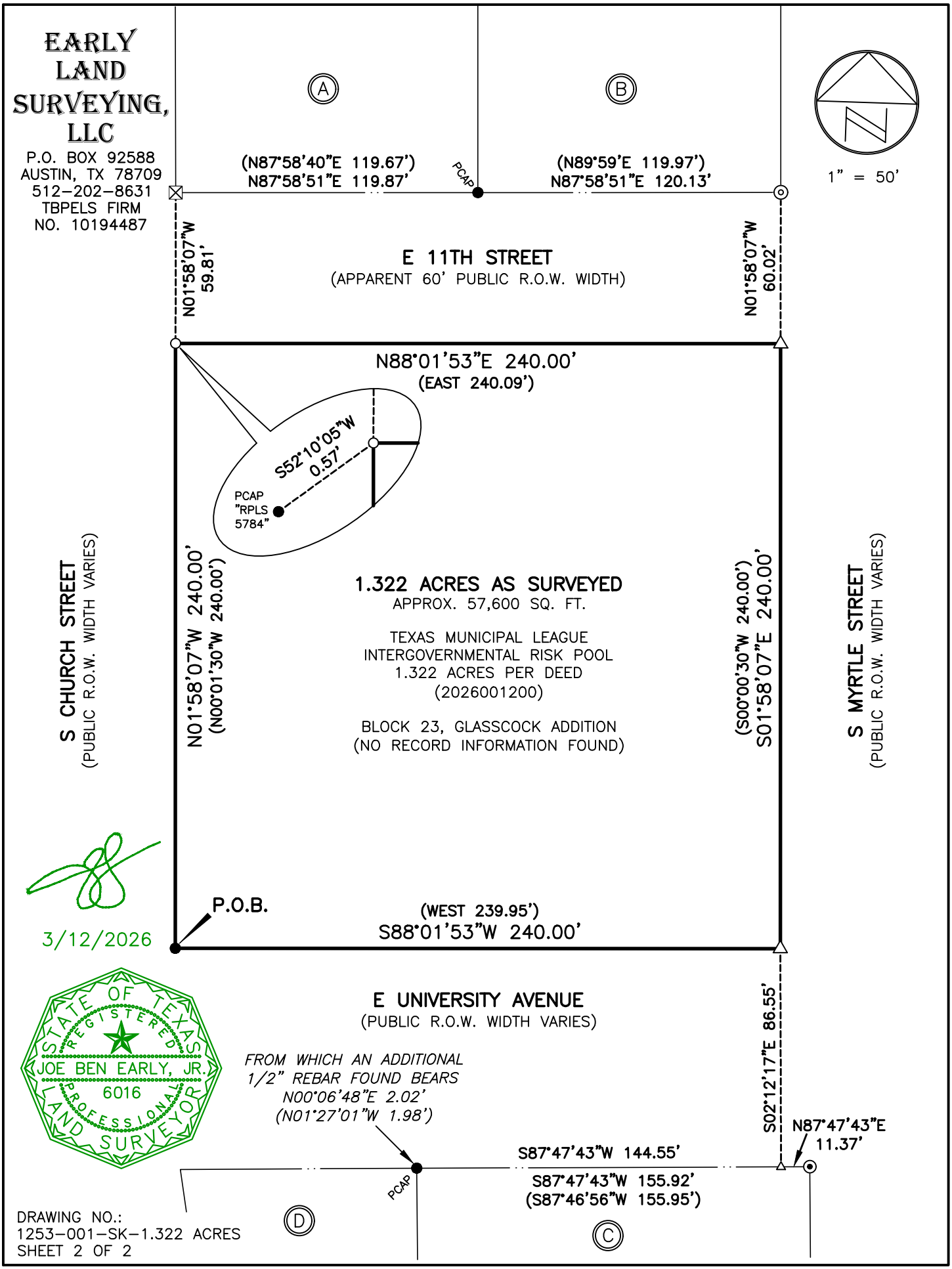
DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-1.322 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND
SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487



DRAWING NO.:
1253-001-SK-1.322 ACRES
SHEET 2 OF 2

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.257 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.257 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the west right-of-way line of S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, from which a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the northeast corner of Block 23 of said Glasscock Addition, same being the northeast corner of a 1.322 acre tract described in said Document No. 2026001200, bears South 01°58’07” East, a distance of 60.02 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.256 acre tract, a distance of 120.13 feet to a 1/2” rebar with an illegible cap found for the southwest corner of the said 0.256 acre tract, being the southeast corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, from which an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner of said Block 21, same being the southwest corner of the said 0.41 acre tract, bears South 87°58’51” West, a distance of 119.87 feet;

THENCE North 01°58'07" West, with the west line of the said 0.256 acre tract and the east line of the said 0.41 acre tract, a distance of 93.00 feet to a 1/2” rebar with “Early Boundary” cap set for the northwest corner of the said 0.256 acre tract, being the southwest corner of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE North 87°58'51" East, with the north line of the said 0.256 acre tract and the south line of the said tract described in Document No. 2023056903, a distance of 120.13 feet to a calculated point in the west right-of-way line of S Myrtle Street, being in the east line of said Block 21, being the northeast corner of the said 0.256 acre tract, being also the southeast corner of the said tract described in Document No. 2023056903;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 21, same being the east line of the said 0.256 acre tract, a distance of 93.00 feet to the **POINT OF BEGINNING**, containing 0.257 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.257 ACRES

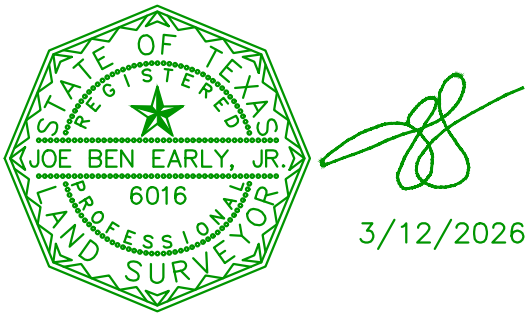
3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
( )	RECORD INFORMATION



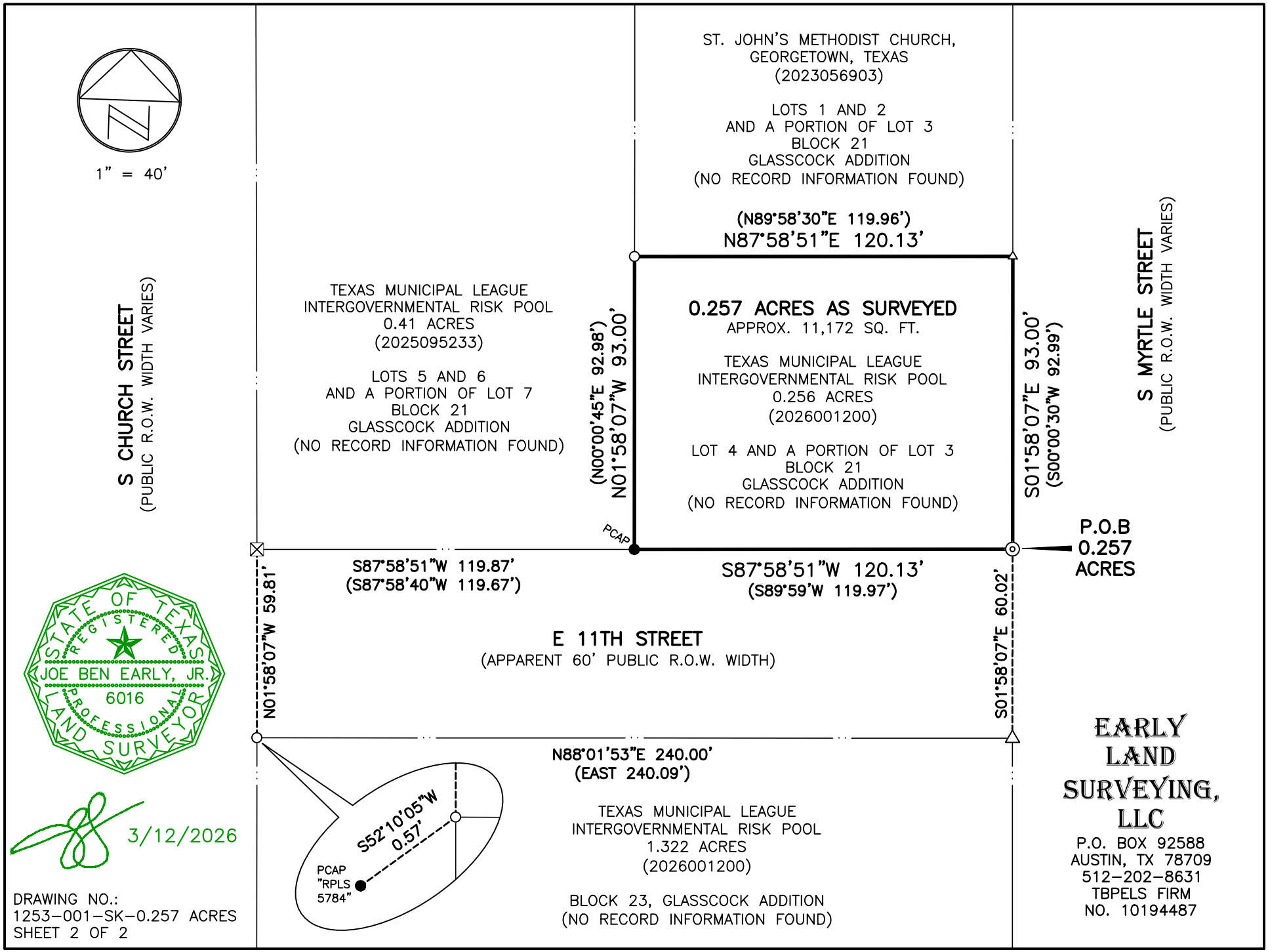
3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.257 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.257 ACRES


1" = 40'
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)
LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
ST. JOHN'S METHODIST CHURCH,
GEORGETOWN, TEXAS
(2023056903)
LOTS 1 AND 2
AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
(N89°58'30"E 119.96')
N87°58'51"E 120.13'
0.257 ACRES AS SURVEYED
APPROX. 11,172 SQ. FT.
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)
LOT 4 AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
(N00°00'45"E 92.98')
N01°58'07"W 93.00'
S01°58'07"E 93.00'
(S00°00'30"W 92.99')
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
PCAP
P.O.B
0.257
ACRES
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
S87°58'51"W 120.13'
(S89°59'W 119.97')
N01°58'07"W 59.81'
S01°58'07"E 60.02'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
N88°01'53"E 240.00'
(EAST 240.09')
S52°10'05"W
0.57'
PCAP
"RPLS
5784"
TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
1.322 ACRES
(2026001200)
BLOCK 23, GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.257 ACRES
SHEET 2 OF 2
EARLY
LAND
SURVEYING,
LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.414 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.414 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner said Block 21, same being the southwest corner of the said 0.41 acre tract, from which a 1/2” rebar with “Early Boundary” cap set at the intersection of the south right-of-way line of E 11th Street and the east right-of-way line of S Church Street, being the northwest corner of Block 23 of said Glasscock Addition, same being the northwest corner of a 1.322 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas, bears South 01°58’07” East, a distance of 59.81 feet;

THENCE North 02°04'07" West, with the east right-of-way line of S Church Street and the west line of said Block 21, same being the west line of the said 0.41 acre tract, a distance of 150.21 feet to a 1/2” rebar with “Forest RPLS 1847” cap found for the northwest corner of the said 0.41 acre tract, being the southwest corner of a 0.247 acre tract described in Document No. 2013033121 of the Official Public Records of Williamson County, Texas;

THENCE North 87°55'32" East, crossing said Block 21, with the north line of the said 0.41 acre tract and the south line of the said 0.247 acre tract, a distance of 120.22 feet to a calculated point (corner inaccessible at time of survey) for the northeast corner of the said 0.41 acre tract, being the southeast corner of the said 0.247 acre tract, being also in the west line of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE South 01°52'51" East, crossing said Block 21, with the east line of the said 0.41 acre tract and the west line of the tract of land described in said Document No. 2023056903, a distance of 57.33 feet to a 1/2” rebar with “Early Boundary” cap set for the southwest corner of the tract of land described in said Document No. 2023056903, being the northwest corner of a 0.256 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas;

THENCE South 01°58'07" East, crossing said Block 21, with the west line of the said 0.41 acre tract and the east line of the said 0.256 acre tract, a distance of 93.00 feet to a 1/2” rebar with an illegible cap found in the north right-of-way line of E 11th Street, being in the south line of said Block 21, being the southeast corner of the said 0.41 acre tract, being also the southwest corner of the said 0.256 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, bears North 87°58’51” East, a distance of 120.13 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.41 acre tract, a distance of 119.87 feet to the **POINT OF BEGINNING**, containing 0.414 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.414 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
F●	1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.414 ACRES
DRAWN BY: JBE & MAW
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.414 ACRES

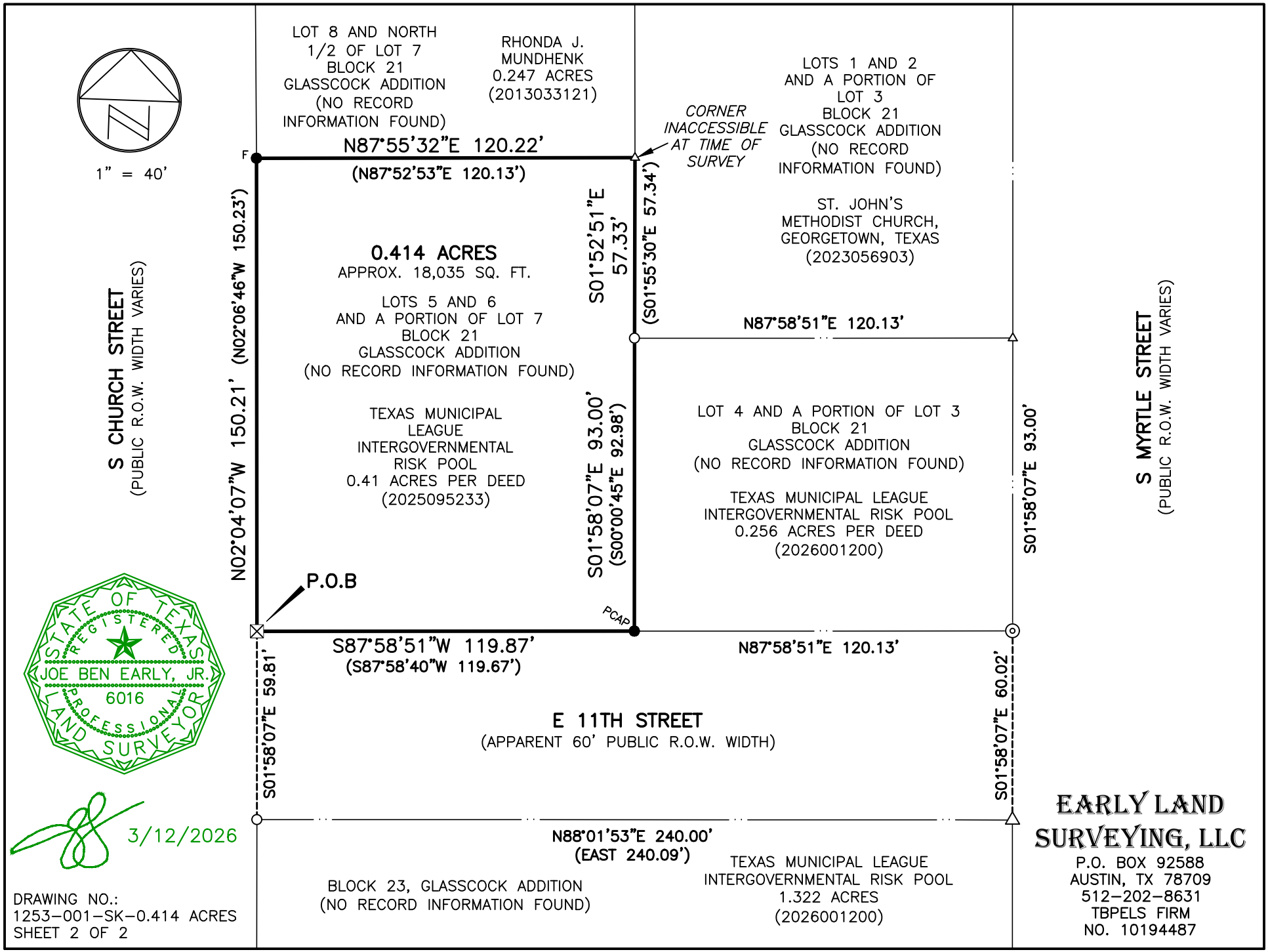
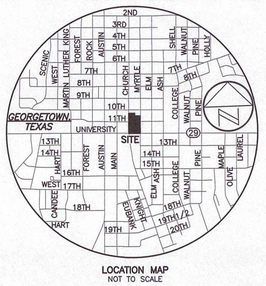
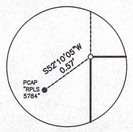
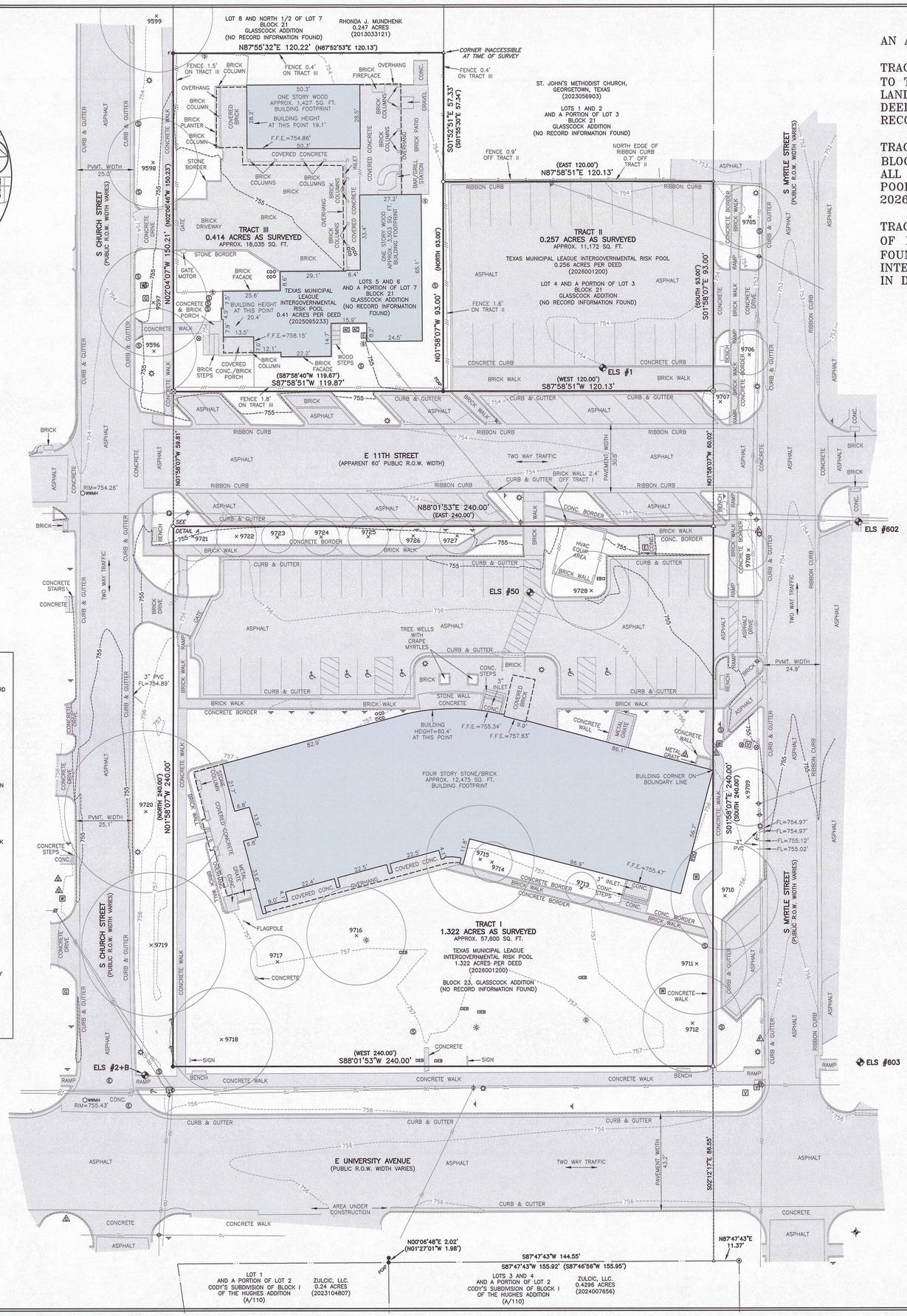

1" = 40'
LOT 8 AND NORTH 1/2 OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
RHONDA J. MUNDHENK 0.247 ACRES (2013033121)
LOTS 1 AND 2 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
CORNER INACCESSIBLE AT TIME OF SURVEY
ST. JOHN'S METHODIST CHURCH, GEORGETOWN, TEXAS (2023056903)
F
N87°55'32"E 120.22'
(N87°52'53"E 120.13')
N02°06'46"W 150.23'
N02°04'07"W 150.21'
S01°52'51"E 57.33'
(S01°55'30"E 57.34')
N87°58'51"E 120.13'
0.414 ACRES
APPROX. 18,035 SQ. FT.
LOTS 5 AND 6 AND A PORTION OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.41 ACRES PER DEED (2025095233)
S01°58'07"E 93.00'
(S00°00'45"E 92.98')
LOT 4 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.256 ACRES PER DEED (2026001200)
S01°58'07"E 93.00'
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
P.O.B
PCAP
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
N87°58'51"E 120.13'
S01°58'07"E 59.81'
S01°58'07"E 60.02'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
N88°01'53"E 240.00'
(EAST 240.09')
BLOCK 23, GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 1.322 ACRES (2026001200)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.414 ACRES
SHEET 2 OF 2
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

EXHIBIT C
TREE SURVEY





DETAIL A
NOT TO SCALE



SOURCE BENCHMARK:

ELS #1: MAG NAIL WITH WASHER SET ALONG EDGE OF BRICK WALK NEAR THE PARKING LOT THAT IS NORTH OF EAST 11TH STREET. APPROX. 69' N.W. OF A LIGHT STANDARD THAT IS IN THE R.O.W. OF S MYRTLE STREET.

ELEVATION = 754.26'

STATE PLANE COORDINATES:
N 10204383.77
E 3132435.25

VERTICAL DATUM: NAVD 88 (GEOID 12B)

ADDITIONAL BENCHMARKS:

ELS #2+B: MAG NAIL WITH WASHER SET IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S CHURCH STREET.

ELEVATION = 755.83'

STATE PLANE COORDINATES:
N 10204062.82
E 3132242.92

ELS #50: MAG NAIL WITH WASHER SET IN THE CROSSWALK THAT TRAVERSES THE ASPHALT PARKING LOT IN FRONT OF THE BUILDING.

ELEVATION = 755.47'

STATE PLANE COORDINATES:
N 10204283.02
E 3132406.41

ELS #602: "X" FOUND IN CONCRETE SIDEWALK AT THE SOUTHEAST CORNER OF THE INTERSECTION OF E 11TH STREET AND S MYRTLE STREET.

ELEVATION = 754.65'

STATE PLANE COORDINATES:
N 10204319.30
E 3132551.20

ELS #603: "X" FOUND IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S MYRTLE STREET.

ELEVATION = 756.97'

STATE PLANE COORDINATES:
N 10204079.33
E 3132560.42

VERTICAL DATUM: NAVD 88 (GEOID 12B)

AN ALTA/NSPS LAND TITLE SURVEY, TOPOGRAPHIC AND TREE SURVEY OF:

TRACT I: 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT II: 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT III: 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

N

SCALE: 1" = 20'
GRAPHIC SCALE
20 10 0 20

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- F● 1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
- PCAP ● 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
- ○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
- ◎ PUNCH/DRILL HOLE IN CONCRETE FOUND
- △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
- ⊠ "X" IN CONCRETE FOUND
- △ CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- WM WATER METER
- WV WATER VALVE
- FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECT
- SPRINKLER CONTROL VALVE
- WATER SPIGOT
- PVC STUBOUT
- UTILITY POLE
- GUY WIRE
- BOLLARD
- E ELECTRIC UTILITY
- E ELECTRIC MANHOLE
- DEB ELECTRIC PULL BOX
- LIGHT POLE
- GROUND LIGHT
- UNDERGROUND FIBER OPTIC MARKER
- G GAS METER
- UNDERGROUND GAS MARKER
- AC AC PAD
- CO CLEANOUT
- WWMH WASTEWATER MANHOLE
- HANDICAP PARKING
- SIGN
- V UTILITY VAULT
- —OU— OVERHEAD UTILITIES
- —o— CHAIN LINK FENCE
- —///— WROUGHT IRON FENCE
- —//— WOOD FENCE
- F.F.E. FINISHED FLOOR ELEVATION
- PVC POLYVINYL CHLORIDE PIPE
- ( ) RECORD INFORMATION

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK
514 LO 17 14 11 29.5
INDIVIDUAL TRUNK DIA. (IN INCHES) TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

9596 PEC 19	9715 PALM 24
9597 PEC 24	9716 CE 22
9598 RO 20	9717 TOH 12 DEAD
9599 RO 25	9718 PEC 23
9705 LO 14	9719 LO 32 DEAD
9706 LO 9	9720 LO 36
9707 LO 8	9721 LO 11
9708 LO 9	9722 LO 9
9709 LO 13	9723 LO 7
9710 CE 23.5	9724 LO 8
9711 PEC 22.5	9725 LO 9
9712 PEC 22	9726 LO 6
9713 PINE 7	9727 LO 8
9714 PINE 6 6 (9)	9728 LO 8 8 6 5 (17.5)

CE = CEDAR ELM
CYP = CYPRESS
LO = LIVE OAK
PEC = PECAN
PINE = PINE
PALM = PALM
RO = RED OAK
TOH = TREE OF HEAVEN

TREES SHOWN AS LOCATED BY EARLY LAND SURVEYING, SIZES AND TYPES PROVIDED BY BARTLETT TREE EXPERTS (ARBORIST).

TITLE COMMITMENT NOTE (TRACTS I & II):

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 15374–2828066 Effective Date: 7/27/23 Issued: 8/3/23

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re–listed below were considered:

There are no survey related matters listed in Schedule B to consider.

TITLE COMMITMENT NOTE: (TRACT III)

The Survey for Tract III was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

FLOOD–PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0293F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS:

TRACT I: 205 E University Avenue, Georgetown, TX 78626
TRACT II: 1014 S Myrtle St, Georgetown, TX 78626
TRACT III: 1009 S Church Street, Georgetown, TX 78626

ATTACHMENTS: None

UNABLE TO SAFELY OPEN MANHOLES DUE TO VOLUME OF TRAFFIC

BEARING BASIS:

THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- CPM Texas
- Texas Municipal League Intergovernmental Risk Pool
- First American Title Insurance Company
- First American Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 7a, 7b1, 7c, 8, 9 and 14 of Table A thereof.

- The field work for Tracts I and II was completed on September 9, 2025.
- Updated in the office to add TRACT II on September 30, 2025.
- Updated in the office to reconcile trees with arborist determinations on December 3, 2025.
- The field work for Tract III was completed on March 3, 2026.

3/4/26

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

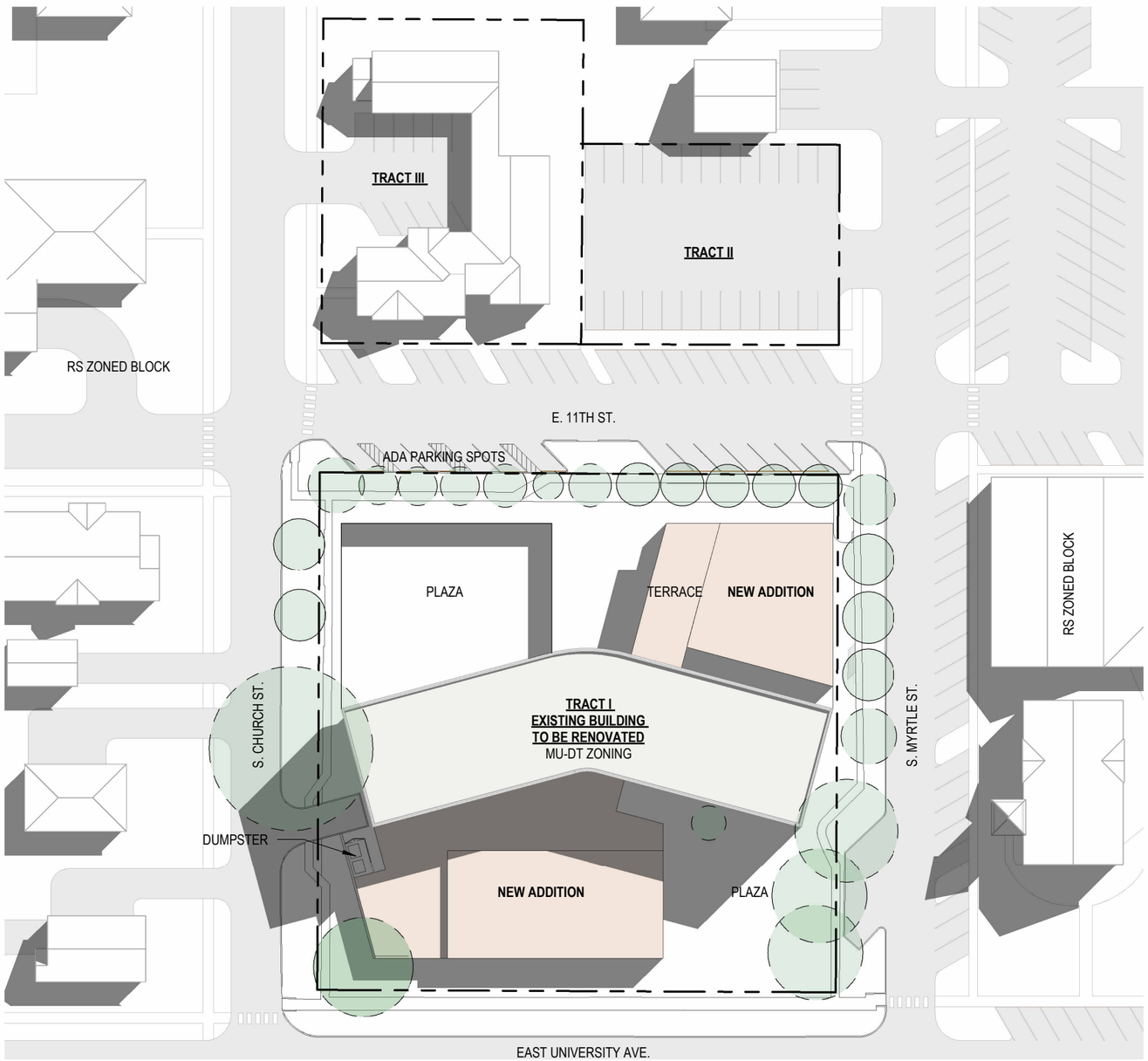
Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8531
TBPELS FIRM NO. 10194487

PROJECT NO.: 1253–001
DRAWING NO.: 1253–001–BASE
PLOT DATE: 3/4/26
PLOT SCALE: 1" = 20'
DRAWN BY: SAN–MAW–JBE
SHEET 01 OF 01

EXHIBIT D
CONCEPT PLAN

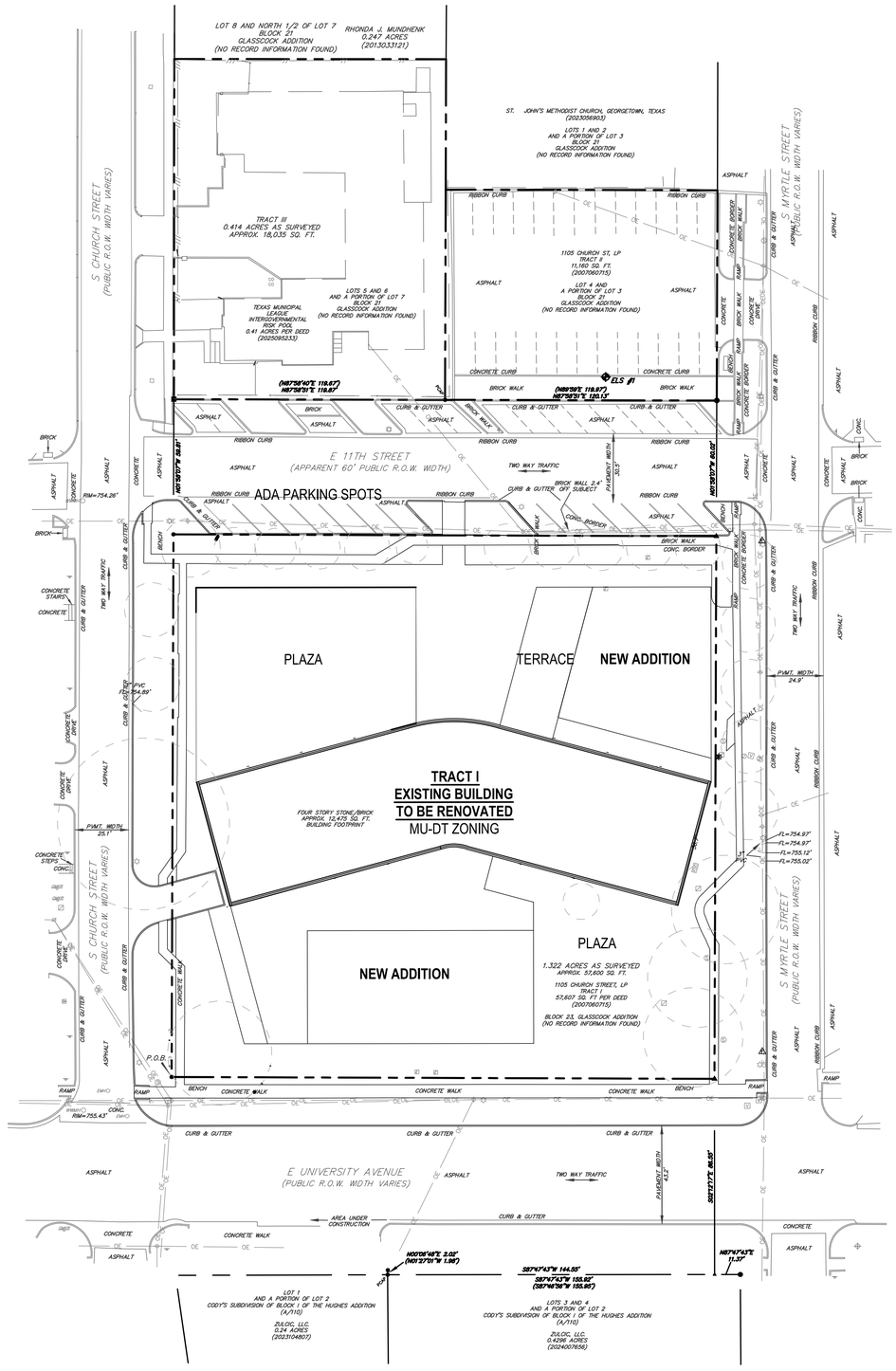
EXHIBIT D - CONCEPT SITE PLAN

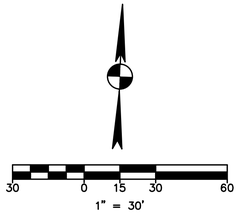


Project Description:
Renovation of a 4 story building including the renovation of an existing basement level and removal of level 5. Renovation will include two additions, an assembly space on the south and an amenity space on the north side of the existing building.

Note:
Subject to alterations due to the COG requirement.
The final concept will defer to HARC action.
This Concept Site Plan does not include tree preservation or landscaping. 1.11 8.02 8.04 8.06

EXHIBIT E
TRANSPORTATION





NO.	DATE	REVISION

garza
7708 Rialto Blvd., Suite 125
Austin, Texas 78735
Tel: (512) 298-2264 Fax (512) 298-2592
TBPE: F-1439 TBPLS: F-10028-01
Garza EMC, LLC © Copyright 2026

EXHIBIT E

TEXAS MUNICIPAL CENTER
205 E UNIVERSITY AVE.

TEXAS MUNICIPAL LEAGUE

DRAWN BY:
DESIGNED BY:
QA / QC:
PROJECT NO.: 114159-00001

SHEET
EXH
OF

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

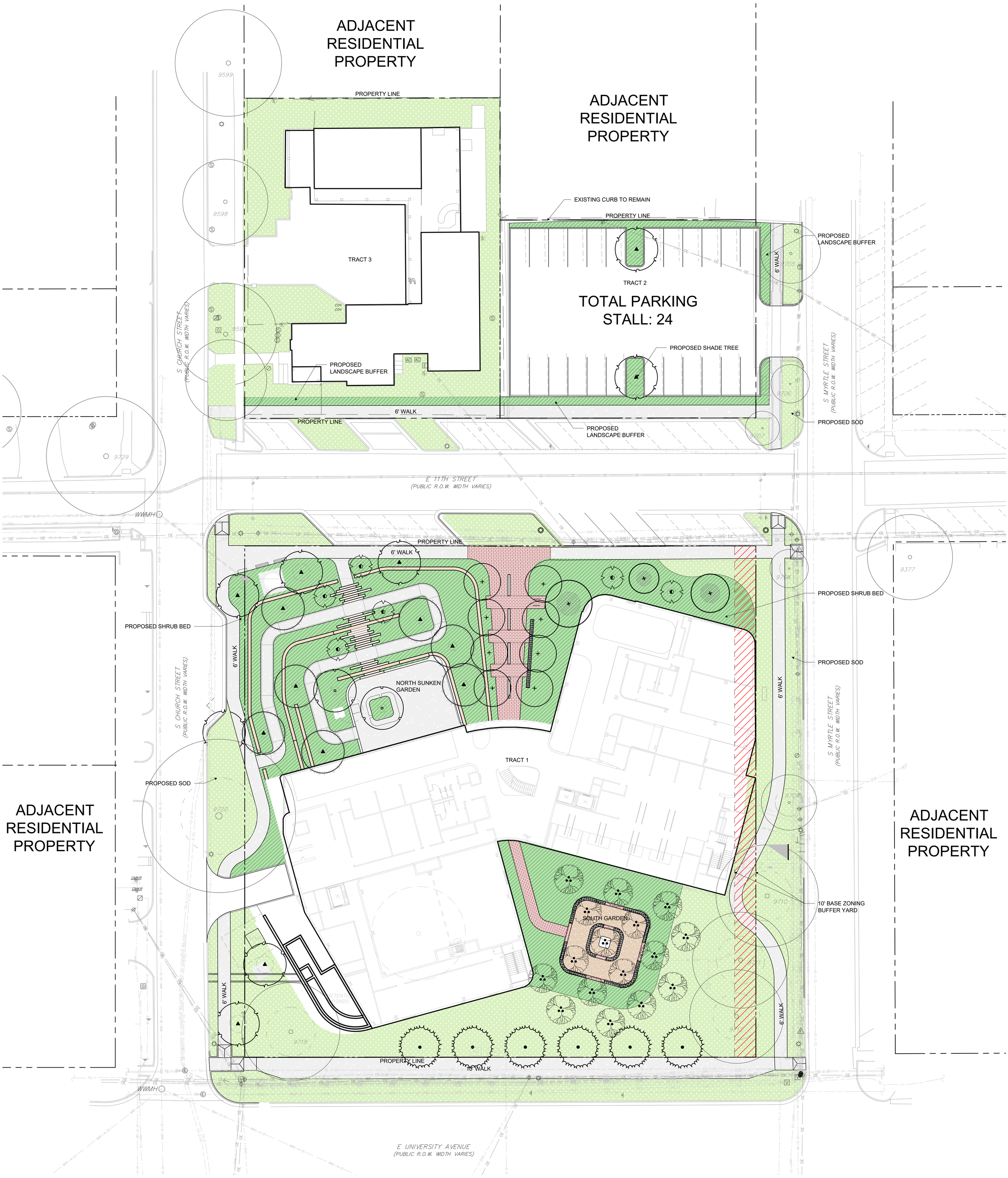
V:\114159-00001\Civil\00-CAD\EXHIBITS\0226-02-11 Transportation Exhibit.dwg modified by mhyde on Mar 11, 26 3:37 PM

EXHIBIT F
LANDSCAPE PLAN

NOTE: The landscape plan final approval is subject to review for compliance of the UDC via an SDP for approval by the City" 1.11 8.02, 8.04, 8.05, & 8.06

LEGEND:	
	PLANTING AND GROUND COVER
	SOLID SOD
	PEDESTRIAN RATED CONCRETE
	BRICK PAVER
	DECOMPOSED GRANITE
	GRAVEL
	CMU WALL WITH STONE VENEER
	BRICK WALL
	LIMESTONE BLOCK
	BIKE RACK
	BENCH
	LITTER AND RECYCLING

LEGEND:	
	CHINKAPIN OAK Quercus muehlenbergii
	MEXICAN SYCAMORE Platanus mexicana
	LACEBARK ELM Ulmus parvifolia
	MONTEREY OAK Quercus polymorpha



TEXAS MUNICIPAL CENTER

205 E University Avenue

EXHIBIT F

CONCEPTUAL LANDSCAPE PLAN

0 20' 40'

SCALE: 1"=20'

Pamela Madere
(512) 236-2048
pmadere@jw.com

October 3, 2025
Revised July 9, 2026

Kelly Triesch, Chief Development Officer
Planning Department
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

Re: Texas Municipal Center ("TMC") Planned Unit Development ("PUD") rezoning application for 205 E. University Avenue, 1014 Myrtle Street and 1009 Church Street consisting of approximately 1.993 acres (collectively the "Property")

Dear Ms. Triesch:

On behalf of Texas Municipal League Intergovernmental Risk Pool (TMLIRP), this rezoning request is for the Property locally known as the "Georgetonian Building", tax parcel #R04250, the parking lot north of the structure addressed as 1014 Myrtle Street, tax parcel #R042510 and tax parcel #R042511 as shown in the attached location map. The purpose of PUD rezoning is to establish the site as the headquarters and corporate offices for TMLIRP, while also contributing to the vitality of Downtown Georgetown.

The Property is currently zoned Mixed-Use Downtown ("MU-DT") and Residential Single-Family ("RS"). The PUD zoning will be subject to the MU-DT zoning base district regulations. The property is situated within the Downtown Overlay District as well as the Old Town Neighborhood Overlay District. The Property is served by existing City of Georgetown utilities.

Surrounding properties along the west, north and east are zoned and developed as follows:

North – RS, residential four-plex and commercial parking lot
East – RS, St. John's Methodist Church
South – MU-DT/OF - Commercial/Office
West – MU-DT/RS – Dental clinic, Salon and Residential

The project proposes the adaptive reuse and renovation of the existing Georgetonian Building, including the removal of its non-conforming fifth floor and the renovation of four stories plus a basement level. Two context-sensitive additions will be constructed: a conference center/training space on the south side of the building and an office space on the north; both of which will be connected to the existing building.

Together, these improvements will provide approximately 95,000+ gross square feet of office, training center space and related accessory uses. The design incorporates landscaped open space, public-facing improvements, and shared parking strategies that align with the City's long-

term downtown mobility vision.

The project will comply with City standards for water, wastewater, stormwater management, and electric service. Parking will be provided through a combination of off-site and shared use agreements with nearby facilities, consistent with City policies.

PUD zoning is necessary to accommodate the unique characteristics of the Georgetonian property while ensuring compatibility with the Downtown and Old Town Neighborhood Overlay Districts.

The existing conditions and zoning standards that frame both the opportunities and constraints for the proposed redevelopment are described below:

- **Existing Zoning:** 205 E. University is zoned as MU-DT (Mixed-Use Downtown), within the Downtown Overlay District. 1014 Myrtle Street is zoned RS (Residential Single Family), within the Old Town Overlay District; 1009 Church Street is zoned RS.
- **Future Land Use:** Special Area and Mixed Density Neighborhood.
- **Acreage:** Approximately 1.993 acres (1.32 acres known as 205 E. University, Lots 1-8, Block 23, Glasscock Addition, 0.26 acres known as 1014 Myrtle Street, Lots 3-4, Block 21, Glasscock Addition and 1.322 acres known as 1009 Church Street, Block 23, Glasscock Addition).
- **Existing Structures:** 64,000 square foot, five-story structure, to be renovated with removal of penthouse and basement renovation; 3,500 square feet of residential use to be converted to office use.
- **Proposed Development:** 95,000 gross square feet total after renovations and additions, serving as offices, training/conference facilities, and membership engagement center with deviations to address office square footage, building height, parking, landscaping and building articulation.

The project is consistent with the following goals and policies of the City's 2030 Comprehensive Plan:

- **Policy LU.1 (Balanced Mix of Uses):** The project delivers a mix of civic, employment, and event functions in a pedestrian-oriented setting.
- **Policy LU.4 (Reinvestment in Existing Areas):** Reuse of a prominent but underutilized downtown structure, bringing vitality back to a key urban block.
- **Policy LU.5 (Adaptive Reuse of Existing Buildings):** Preserves and modernizes the Georgetonian, aligning with the City's desire to rehabilitate historic assets.
- **Policy LU.7 (Placemaking & Gateways):** The University Avenue façade will serve as a civic landmark and visual gateway into downtown Georgetown.
- **Policy LU.13 (Partnering with Institutions):** The project represents a major institutional investment in downtown, strengthening partnerships with the City and community.
- **Policy LU.14 (Connectivity, Parks & Open Space):** On-site open space enhancements and public realm improvements increase downtown walkability and enhance the pedestrian environment.

In addition, the Downtown Master Plan identifies this area as a key opportunity for reinvestment and revitalization, and the proposed project directly supports that vision. It establishes a civic and institutional anchor in the heart of downtown, activates an underutilized site with public-facing improvements, and preserves historic architectural character while introducing

modern additions that complement the surrounding neighborhood. The project also supports economic activity through employment opportunities, training programs, and events, while advancing shared parking strategies and sustainable urban design.

The application satisfies the approval criteria of UDC Section 3.06.030 by:

1. providing a complete submittal with sufficient information for review (3.06.030.A);
2. demonstrating consistency with the 2030 Comprehensive Plan as previously described (3.06.030.B);
3. promoting the health, safety, and general welfare of the community through the revitalization of a historic structure (3.06.030.C);
4. ensuring compatibility with surrounding zoning and historic resources with the proposed building renovations (3.06.030.D); and
5. confirming that the property is suitable for the proposed uses as previously described (3.06.030.E).

The proposal also complies with the PUD criteria in UDC Section 3.06.040(A) by:

1. creating a balanced community through employment, civic, and training opportunities with the proposed renovation of Georgetonian building and new additions (3.06.040.A.1);
2. providing an orderly arrangement of land uses that respects the downtown fabric and adjacent historic properties by revitalizing the Property within the Downtown and Old Town Overlay Districts (3.06.040.A.2);
3. enhancing connectivity and transportation systems including pedestrian and shared parking strategies (3.06.040.A.3); and
4. integrating cultural and civic amenities that contribute to Georgetown's identity and sense of place (3.06.040.A.4–6).

The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.

The following documents are included with the PUD major amendment application:

1. Complete application
2. Property Owner's Consent Form
3. Letter of Intent
4. Property Survey
5. UDC Comparison Chart
6. Development Plan
7. Exhibits

TMLIRP are committed to working with City staff, stakeholders, and the community to ensure the success of this important project. We respectfully request approval of this PUD application.

Sincerely,

Pamela Madere

Exhibit 6
UDC Approval Criteria Review

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The southern parcel of the subject property has a Future Land Use designation of Special Area, which is intended to integrate a variety of complementary uses with an emphasis on retail, office, and entertainment activities. The two northern parcels are designated Mixed-Density Neighborhood (MDN), which is intended to accommodate medium-density residential development, neighborhood-serving commercial uses, and civic uses. The proposed rezoning is consistent with these Future Land Use designations by expanding an established mixed-use district while preserving and adaptively reusing historic structures. The request also advances Land Use Policies #4, #5, #7, and #14 by encouraging reinvestment in downtown, supporting the continued vitality of the urban core, and revitalizing the historic Georgetonian as a prominent gateway landmark. In addition, the proposal supports Land Use Policies #1 and #13 by providing a complementary mix of civic, employment, and community-oriented uses that strengthen institutional investment and reinforce downtown Georgetown as a regional destination.	

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
The requested rezoning promotes the orderly development of the area by extending the existing Mixed-Use Downtown (MU-DT) zoning to parcels that function as part of a unified redevelopment project. While this portion of historic Georgetown has long contained a mix of residential and non-residential uses, the proposed zoning better aligns with the established character of the surrounding area and supports coordinated redevelopment of the site. The project will also preserve historic structures while encouraging reinvestment, which contributes to the long-term health, safety, and general welfare of the community.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**

The subject property is located within both the Downtown Overlay District and the Old Town Historic Overlay District, an area characterized by a mix of residential, commercial, civic, and institutional uses. Surrounding properties include single-family residences, St. John's Methodist Church, a four-plex, surface parking, office uses, salons, and other Mixed-Use Downtown developments. The requested MU-DT zoning is compatible with the existing pattern of development and provides a logical extension of the surrounding zoning districts. The proposal also supports the adaptive reuse of historic buildings while maintaining the mixed-use character that defines this portion of downtown Georgetown.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The subject property is suitable for development under the proposed Mixed-Use Downtown (MU-DT) zoning district. The site is served by existing public infrastructure, has adequate access, and does not contain natural features or site constraints that would limit development. Additionally, the property's location within downtown Georgetown and adjacent to existing MU-DT zoning makes it well suited for the range of commercial, office, residential, and civic uses permitted within the district.	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Complies**
The proposed PUD supports a balanced community by facilitating the adaptive reuse and redevelopment of the Georgetonian site to provide employment, civic, and community-oriented uses. The proposed development will introduce additional services and opportunities within the downtown area while contributing to the continued vitality and mixed-use character of the district.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Complies**
The proposed PUD provides for an orderly and creative arrangement of land uses by integrating new uses within an existing historic structure and surrounding downtown context. The redevelopment of the Georgetonian site supports the preservation of a significant historic resource while allowing for a complementary mix of uses that strengthens the connection between the Downtown and Old Town areas.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	**Complies**

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
The proposed PUD supports an integrated transportation system by improving pedestrian connectivity within the downtown area and incorporating shared parking strategies to maximize existing resources. The redevelopment of the Georgetonian site will enhance the pedestrian environment by creating a more active and accessible destination.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Complies**
The proposed PUD provides community-oriented amenities through the inclusion of civic and conference facilities that will expand opportunities for public gatherings, events, and community engagement. Additionally, the conceptual plan incorporates open space amenities that will enhance the pedestrian experience and provide opportunities for residents and visitors within the Downtown and Old Town areas to enjoy the open space.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Complies**
The proposed PUD takes advantage of the existing natural and built environment by preserving heritage trees onsite, incorporating additional landscaping, and utilizing the existing Georgetonian structure. The adaptive reuse of this historic building maximizes an existing downtown asset and supports reinvestment within a prominent location near the gateway to downtown Georgetown.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
The proposed PUD is located within an established area of downtown Georgetown and is already served by existing public utilities, facilities, and services. As a redevelopment project, the proposal will utilize existing infrastructure and can be accommodated through the continued provision of municipal services.	

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - 2025-8-SUP - 2815 N Austin Ave

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

ITEM SUMMARY:
The applicant is requesting approval of a Special Use Permit to allow a car wash on approximately 1.951 acres located at 2815 North Austin Avenue. The property is currently zoned General Commercial (C-3), which permits a car wash only with approval of a Special Use Permit. The proposed development would be located immediately south of the existing QT gas station and convenience store and includes additional buffering and screening measures to address nearby residential uses. Staff reviewed the request against the applicable approval criteria and recommends approval.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2025-8-SUP Ordinance with exhibits.pdf
2025-8-SUP-Staff Report.pdf
2025-8-SUP - Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Conceptual Site Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - 2025-8-SUP- Approval Criteria Staff Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A CAR WASH WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2815 NORTH AUSTIN AVENUE, BEARING THE LEGAL DESCRIPTION OF 1.951 ACRES OUT OF THE ANTONIO FLORES SURVEY, ABSTRACT NO. 235; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of allowing a special use of the following described real property ("the Property"):

1.951 acres out of the Antonio Flores Survey, Abstract No. 235, generally located at 2815 North Austin Avenue, as recorded in Document Number 2024056858 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "the Property"; and

WHEREAS, the Planning and Zoning Commission, at a meeting on August 4, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the City Council, at a meeting on August 25, 2026, held an additional public hearing prior to taking action on the requested special use of the Property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Zoning District for the Property shall remain General Commercial (C-3) and the Ordinance allowing for the special use of a Car Wash on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan), subject to the following conditions:

1. Hours of Operation: 7:00 a.m.- 8:00 p.m.

2. The wall and enhanced landscaping, as depicted in the concept plan exhibit, must be shown on the Site Development Plan for the Site Development Plan to be approved.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____

Josh Schroeder, Mayor

ATTEST:

_____

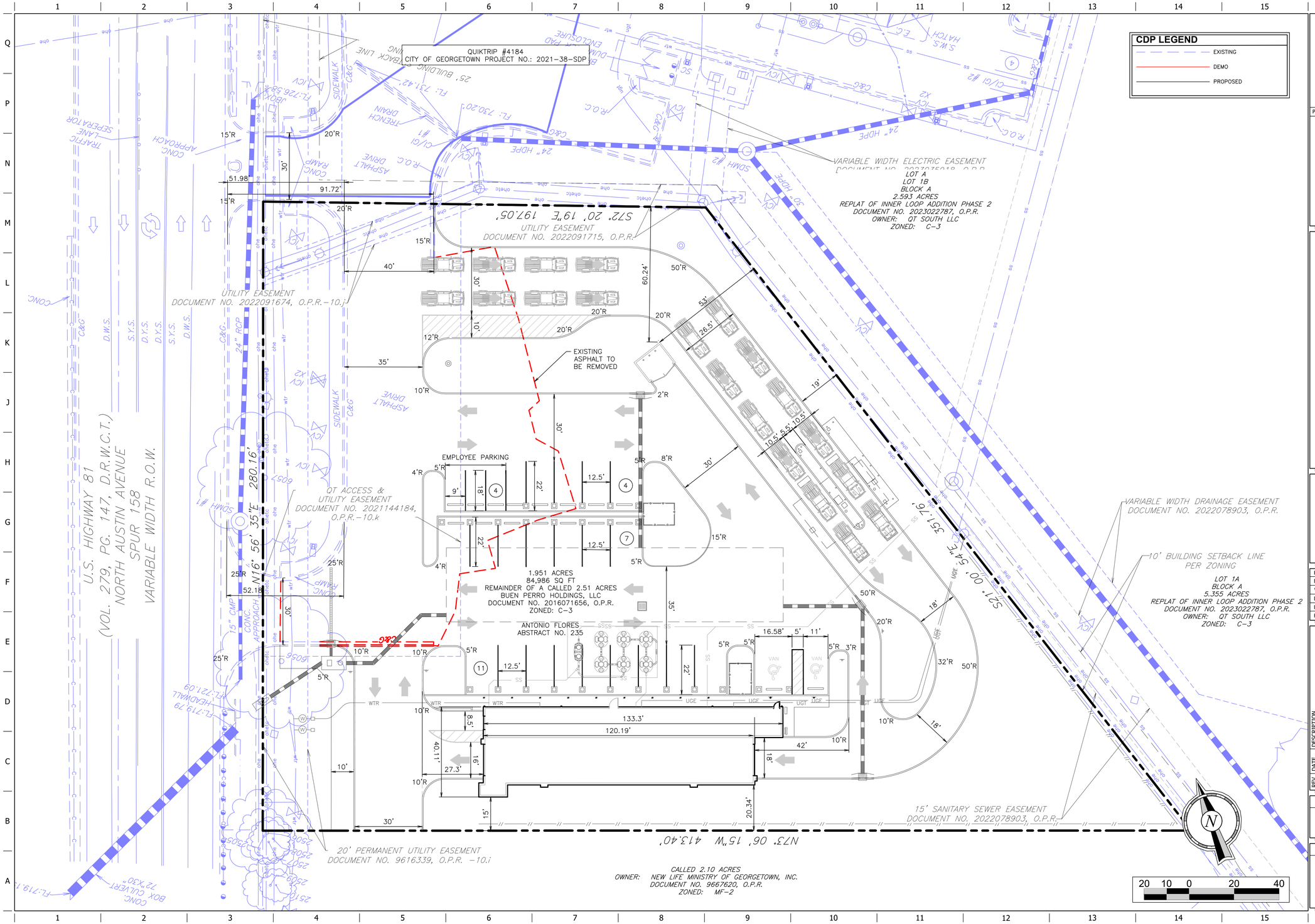
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A



PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10435 SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE/DEMO PLAN

SHEET NUMBER:
1

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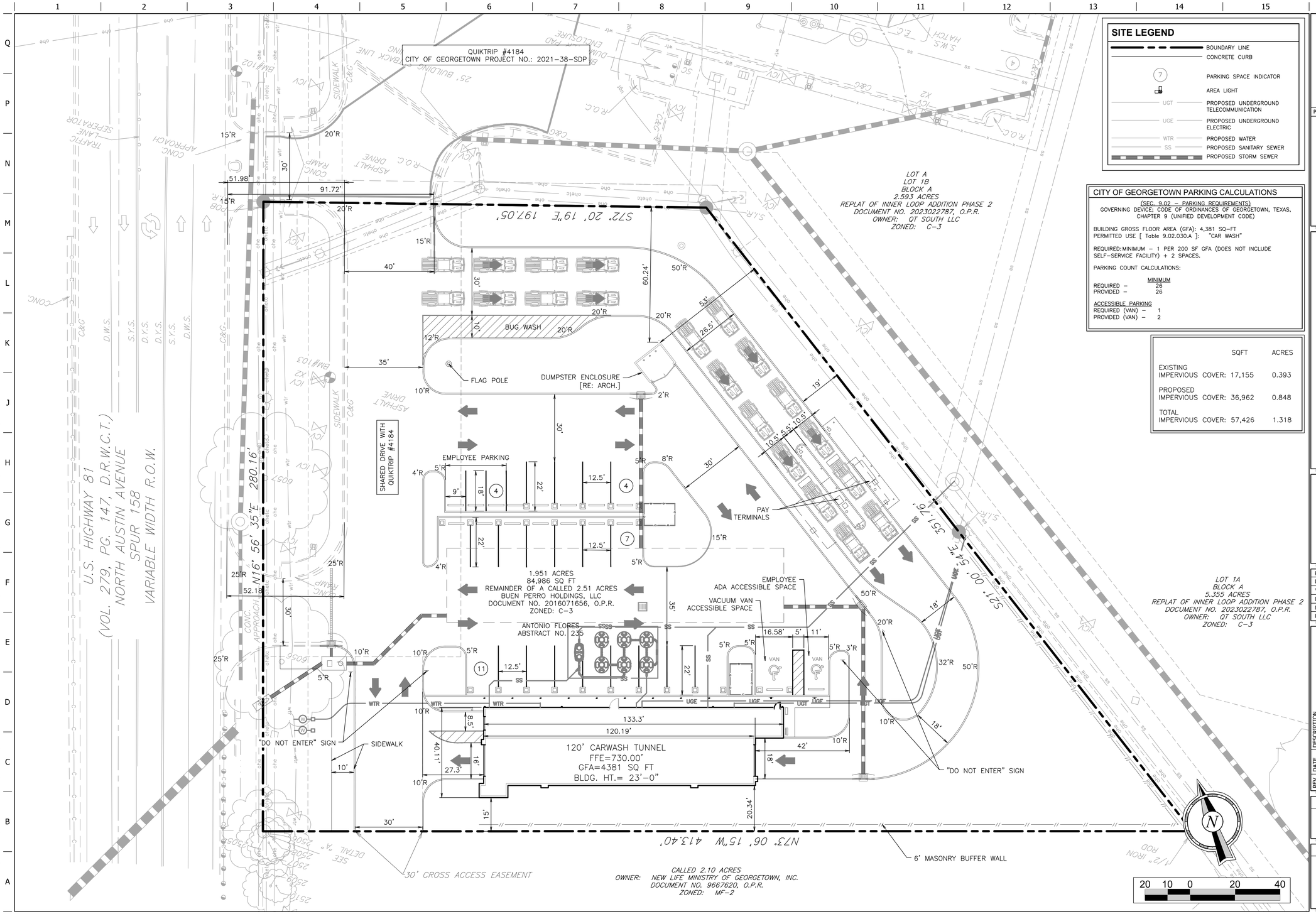

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB
- PARKING SPACE INDICATOR
- AREA LIGHT
- UGT — PROPOSED UNDERGROUND TELECOMMUNICATION
- UGE — PROPOSED UNDERGROUND ELECTRIC
- WTR — PROPOSED WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

CITY OF GEORGETOWN PARKING CALCULATIONS

(SEC. 9.02 – PARKING REQUIREMENTS)
GOVERNING DEVICE; CODE OF ORDINANCES OF GEORGETOWN, TEXAS, CHAPTER 9 (UNIFIED DEVELOPMENT CODE)

BUILDING GROSS FLOOR AREA (GFA): 4,381 SQ-FT
PERMITTED USE [Table 9.02.030.A]: "CAR WASH"

REQUIRED: MINIMUM – 1 PER 200 SF GFA (DOES NOT INCLUDE SELF-SERVICE FACILITY) + 2 SPACES.

PARKING COUNT CALCULATIONS:

	MINIMUM
REQUIRED –	26
PROVIDED –	26

ACCESSIBLE PARKING

REQUIRED (VAN) –	1
PROVIDED (VAN) –	2

	SQFT	ACRES
EXISTING IMPERVIOUS COVER:	17,155	0.393
PROPOSED IMPERVIOUS COVER:	36,962	0.848
TOTAL IMPERVIOUS COVER:	57,426	1.318

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10424 SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE (PRELIM)

SHEET NUMBER:
2

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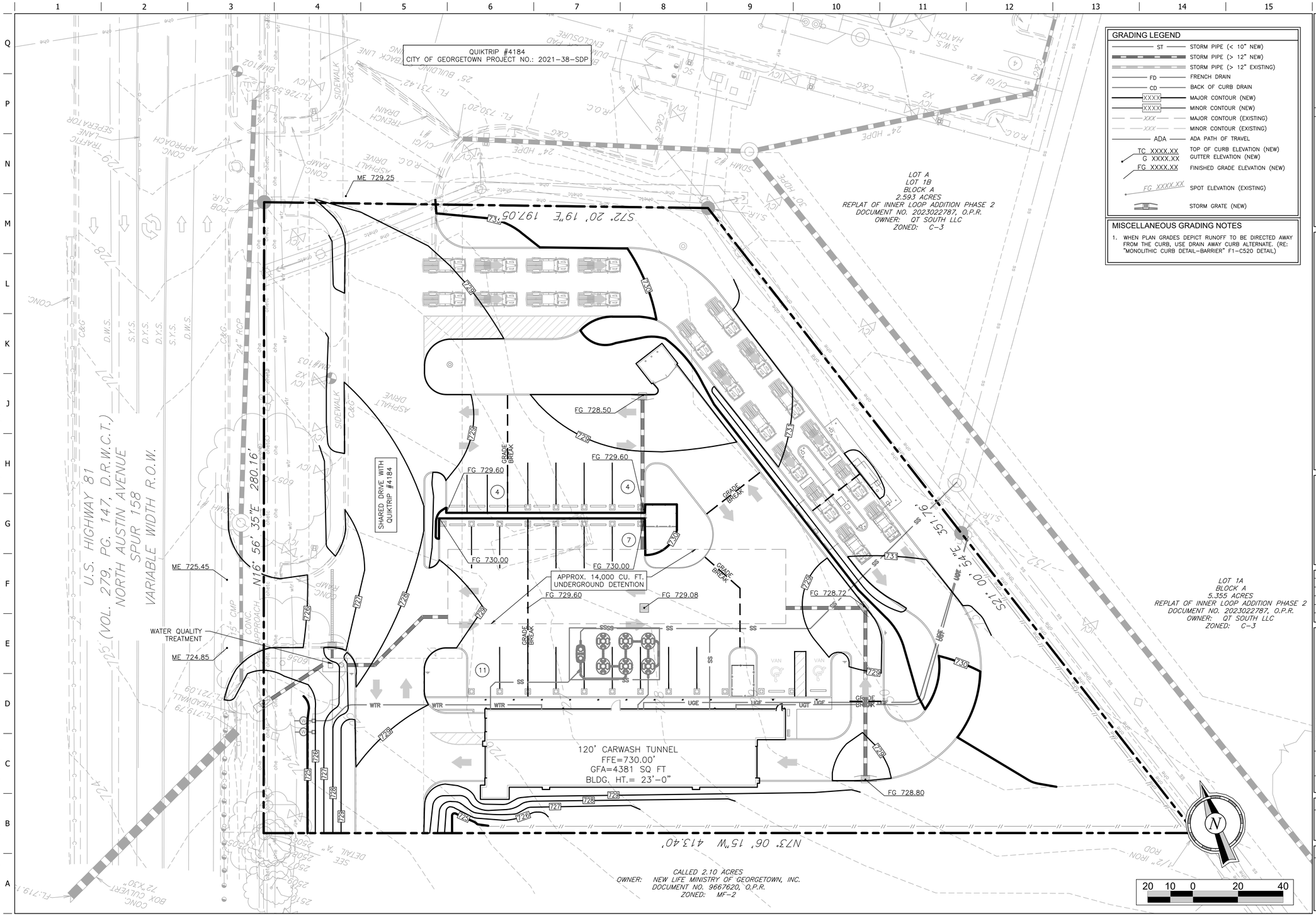


GRADING LEGEND

ST	STORM PIPE (< 10" NEW)
	STORM PIPE (> 12" NEW)
	STORM PIPE (> 12" EXISTING)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
ADA	ADA PATH OF TRAVEL
TC XXXX.XX	TOP OF CURB ELEVATION (NEW)
G XXXX.XX	GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
	STORM GRATE (NEW)

MISCELLANEOUS GRADING NOTES

1. WHEN PLAN GRADES DEPICT RUNOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE. (RE: "MONOLITHIC CURB DETAIL-BARRIER" F1-C520 DETAIL)

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10435 / SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

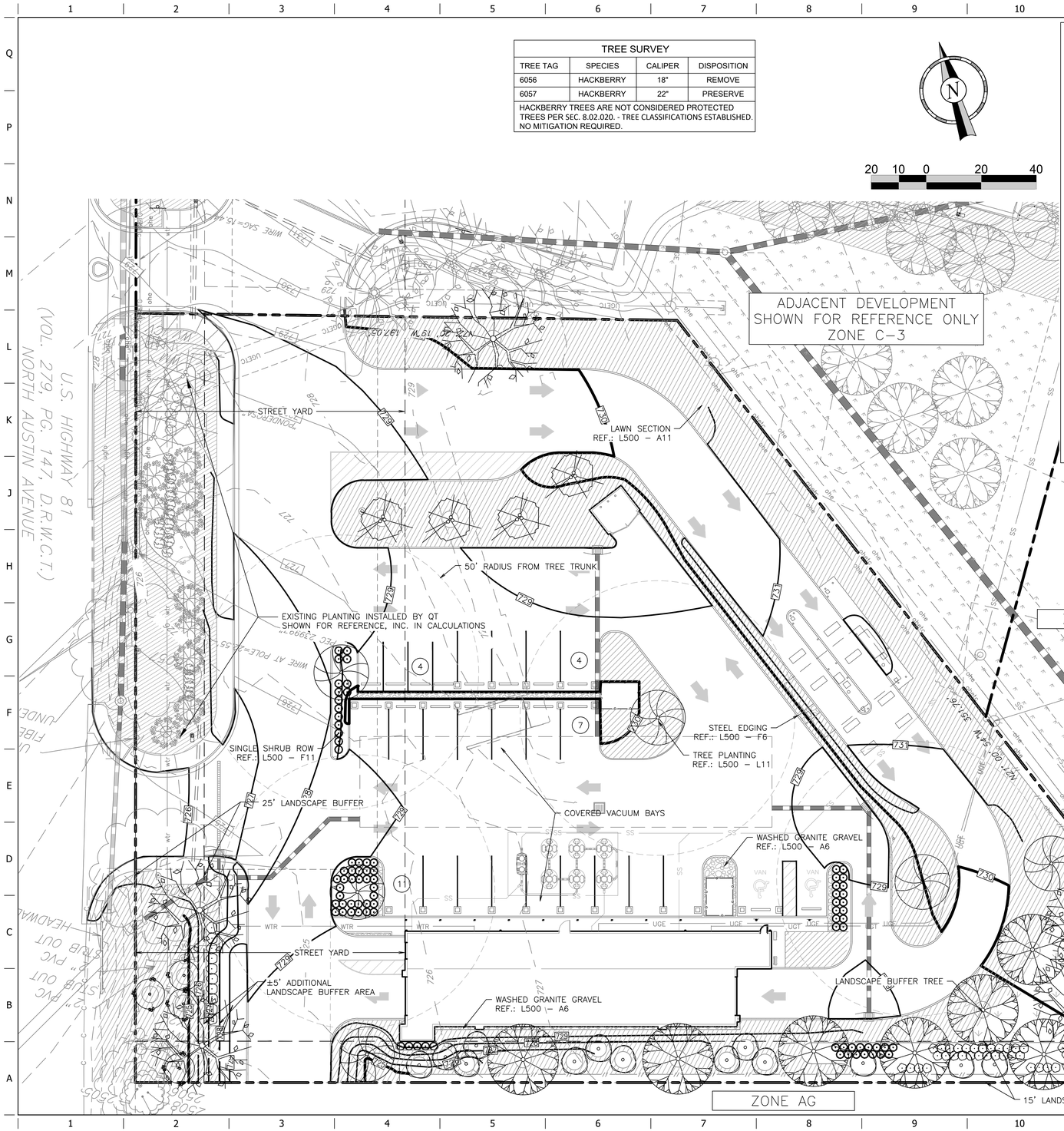
ORIGINAL ISSUE DATE:

SHEET TITLE:
GRADING (PRELIM)

SHEET NUMBER:
3

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Grading (Prelim) USER:pchapman SAVED:7/9/2026 2:49 PM PLOTTED:7/9/2026 3:07 PM

TREE SURVEY			
TREE TAG	SPECIES	CALIPER	DISPOSITION
6056	HACKBERRY	18"	REMOVE
6057	HACKBERRY	22"	PRESERVE
HACKBERRY TREES ARE NOT CONSIDERED PROTECTED TREES PER SEC. 8.02.020. - TREE CLASSIFICATIONS ESTABLISHED. NO MITIGATION REQUIRED.			



Landscape Schedule

USE	SYMBOL	COMMON NAME *Botanical Name*	MINIMUM SIZE HEIGHT/SPREAD	QTY.	WATER USE	DECID./ EVERG.	MATURE SIZE (HxW)*	COMMENTS
SHRUBS		WINTERGREEN BOXWOOD *Buxus micro. koreana*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	17 (10%) ALL EXIST'G	M	E	3' X 4'	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
		CARISSA HOLLY *Ilex cornuta 'Carissa'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	82 (51%)	L	E	3' x 4'	SHRUBS MUST BE A MIN. 2' HIGH AT TIME OF PLANTING W/ MATURE HT. OF 3'–4' WITHIN 2 YEARS. PLANTING BEDS TO BE 3' WIDE, MIN. PER CITY OF GEORGETOWN. *MATURE SIZE – 100%
		DON'S DWARF WAX MYRTLE *Myrica cerifera 'Don's Dwarf'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	(39%) 7 EXIST'G; 56 PROPOSED	M	E	3' X 4'	
ORNAMENTAL TREES		TEXAS REDBUD *Cercis canadensis 'Texensis'*	3" CALIPER (TOTAL) 8'–10' HT	10 (26%) ALL EXIST'G	L	D	15–30'H X 12–15'W	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
		YAUPON HOLLY *Ilex vomitoria*	15 Gallon 4'–6' HT	17 (44%)	L–M	E	15–20'H X 10–15'W	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
		CRAPE MYRTLE *Lagerstroemia indica*	3" CALIPER (TOTAL) 8'–10' HT	(20%) 4 EXIST'G; 4 PROPOSED	L–M	D	20–30'H X 10–20'W	
		TEXAS MOUNTAIN LAUREL *Sophora secundiflora*	15 GALLON 4'–6' HT	(10%) 2 EXIST'G; 4 PROPOSED	L	E	10–20'H X 8–12'W	*MATURE SIZE – 75% OF MAXIMUM
SHADE/EVERGREEN TREES		LIVE OAK *Quercus virginiana*	3" CALIPER 12'–14' HT	7 (35%)	L–VL	E	30–50'H X 50'+W	
		CEDAR ELM *Ulmus crassifolia*	3" CALIPER 12'–14' HT	7 (35%)	L	D	25–60'H X 25–35'W	
		LACEBARK ELM *Ulmus parvifolia*	3" CALIPER 12'–14' HT	6 (30%)	L–VL	D	30'H X 40–50'W	
GROUND COVER		TIF–TUF BERMUDA	SOD	20,870 S.F.	M	D	NA	NOTE: PLANT COUNTS ARE FOR ENTIRE PROPERTY
		BERMUDA 419	HYDROSEED	3,953 S.F.	M	D	NA	
		WASHED GRANITE GRAVEL, 1/2"–1" SIZE, 3" DEEP, COMPACTED OVER PERMEABLE WEED BARRIER FABRIC		410 S.F.	NA	NA	NA	

LANDSCAPE REQUIREMENTS

	REQUIRED ORDINANCE	PROVIDED
GATEWAY CORRIDOR OVERLAY DIST.	NORTH AUSTIN AVE. GATEWAY CORRIDOR	
	EXISTING SITE IMPROVEMENTS INSTALLED BY QT	
	25' LANDSCAPE BUFFER ±200' X 25' = 5,000 SF/1000 = 5 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X5 = 10 SHADE TREES SHRUBS: 5X5 = 25 SHRUBS	SHADE TREES: 1 EXISTING HACKBERRY ORNAMENTAL TREES: 16 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 25
	PROPOSED SITE IMPROVEMENTS	
	25' LANDSCAPE BUFFER ±82' X 25' = 2,050 SF/1000 = 2.05 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X2.05 = 4.1 (4) SHADE TREES SHRUBS: 5X2.05 = 10.25 (10) SHRUBS	SHADE TREES: 2 ORNAMENTAL TREES: 4 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 10
STREET YARD LANDSCAPING	STREET YARD AREA = ±27,371 SF 20% LANDSCAPE AREA 27,371 X 20% = ±5,474 SF LANDSCAPE AREA SHADE TREES: 4 SHADE TREES / 1ST 10,000 SF + 1.5 SHADE TREES / EVERY ADDL. 10,000 SF 4 TREES SHRUBS: 12 SHRUBS / 1ST 10,000 SF + 4 SHRUBS / EVERY ADDL. 10,000 SF 12 SHRUBS	STREET YARD PROPOSED (36%): ±9,981 SF SHADE TREES (SOME IN UTILITY EASEMENTS): 6 ORNAMENTAL TREE: (EXISTING INSTALLED BY QT): 16 PROPOSED: 4 SHRUBS: 81
PARKING LOT LANDSCAPING	MIN. REQ. LANDSCAPE AREA = 310 SF PARKING STALLS IN STREET YARD = 2 5 STALLS X 20 SF = 100 SF LANDSCAPE AREA PRKG. STALLS NOT LOCATED IN STREET YARD = 1 21 STALLS X 10 SF = 210 SF LANDSCAPE AREA MIN. REQ. SHADE TREES 24 REQ. STALLS / 12 = 2 SHADE TREES 2 ADDL. STALLS x 1.5= 3 /12 = .25 (0) NO PRKG. STALL SHALL BE LOCATED FURTHER THAN 50 FT. FROM THE TRUNK OF A TREE UNLESS OTHERWISE APPROVED BY DIRECTOR.	LANDSCAPE AREA PROPOSED: ±1,070 SF 4 SHADE TREES PROVIDED
BUFFERYARD LANDSCAPING	PROPERTY ZONED C–3 ADJ. PROPERTIES ZONED C–3 & AG TYPE 'C' BUFFER YARD REQ. – 15' WIDE W/ 1 SHADE TREE, 2 EVERGREEN ORNAMENTAL TREES & 8 EVERGREEN SHRUBS PER 50 LIN. FT.	±413 / 50 =8.26 UNITS SHADE TREES: 1 x 8.26 = 8.26 (8)+ 5 PER CITY EVERGREEN ORNAMENTAL: 2 x 8.26 = 16.52 (17) EVERGREEN SHRUBS: 8 X 8.26 =66.08 (66)
SCREENING	SCREENING REQUIREMENTS ARE IN ADDITION TO ALL OTHER LANDSCAPE REQUIREMENTS AND MAY NOT BE CREDITED OR COUNTED TOWARD MEETING OTHER REQUIREMENTS.	
	VEHICULAR PARKING AREAS SHALL BE SCREENED FROM STREET VIEW AND ADJ. PROPERTIES USING PLANT MATERIAL, BERM, WALL OR COMBINATION OF THESE. ALL MECHANICAL EQUIP. SHALL BE SCREENED.	EVERGREEN SHRUBS ARE PROPOSED. ALL GROUND LEVEL EQUIP. IS SCREENED WITH EVERGREEN SHRUBS.
GENERAL TREE REQUIREMENTS	MINIMUM SIZES AT TIME OF PLANTING: SHADE TREES: 3" CALIPER ORNAMENTAL TREES: 15 GALLON MITIGATION TREES: 3" CALIPER SHRUBS: 1 GALLON / 5 GALLON IN GATEWAY OVERLAY DIST.	PROVIDED

REGISTERED LANDSCAPE ARCHITECT
DARCY R. BRANDON
3423
STATE OF TEXAS
07/16/2026

PROJECT NO.:XXXX

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0500
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F–00451 2 SURVEYING FIRM F–10024000

Bubble Bath No. 61758

N. AUSTIN AVE / US HWY 81
GEORGETOWN, TEXAS

QT BUBBLE BATH CARWASH

PROTOTYPE: P-001	
DIVISION:	
VERSION: 001	
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

1739

Planning Department Staff Report

Report Date: August 4, 2026
Case Number: 2025-8-SUP

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawn, Planner

AGENDA ITEM DETAILS

Project Name:	**QT Bubble Bath #61758**
Applicant:	**Robert Costello**
Property Owner:	**QT South, LLC**
Property Address:	**2815 North Austin Avenue, Georgetown, Texas**
Legal Description:	**1.951 acres out of the Antonio Flores Survey, Abstract No. 235**
Current Zoning:	**General Commercial (C-3)**
Current Use:	**Vacant**

APPLICANT'S REQUEST

The applicant is requesting a special use permit for the use of 'Carwash'. The property is currently zoned General Commercial (C-3).

RECOMMENDATION

Staff <u>recommends approval</u> of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along North Austin Avenue just south of the existing QT gas station and convenience store. South of the subject site is a triangular piece of property that is largely undeveloped aside from two single-family residential structures. To the southeast sits a large multi-family development. The multi-family property comes close to bordering the subject property where the vacant triangular property tapers down to a point. The closest multi-family building is roughly 70 ft. from the subject property at its closest point. The property to the east of the subject site is currently undeveloped, with a portion being used for detention; it is zoned General Commercial (C-3).

Zoning Trends:
The subject property, along with a portion of the property to the north, was rezoned from the Agriculture (AG) zoning district to General Commercial (C-3) in 2012. The property south of the subject site was annexed into city limits in 2005 with an initial zoning of AG and has never been rezoned. The first portion of multifamily in the area rezoned to High Density Multifamily (MF-2) in 2016 and then another portion rezoned in 2020. There have been no zoning changes in the area since 2020.

Present Property Description:
Currently, the property is undeveloped aside from a portion of driveway that was constructed when the gas station north of the subject site was developed. There is a foundation remaining from the building that once occupied the site. Trees line the eastern and southern property boundaries.

STAFF ANALYSIS

Staff reviewed the proposed Special Use Permit for a car wash against the applicable approval criteria and found that the request meets the requirements for a Special Use Permit. The proposed site layout and circulation are appropriate, and additional mitigation measures have been incorporated to address the proximity of existing residential development southeast of the site. The concept plan includes a 15-foot landscape buffer along the southern property boundary, a 6-foot masonry buffer wall along the southern and southeastern edges, and increased tree plantings to further reduce noise and vibration. With these improvements, staff can make the required findings that the use will not negatively impact nearby residential properties and is not detrimental to the health, welfare, or safety of the surrounding neighborhood

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were made regarding the zoning request.

Staff Reviewed the request against the approval criteria for Special Use Permits found in UDC Section 3.07.030 and found that it complies with four of the criteria in UDC 3.07.030, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (7 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 21, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Conceptual Site Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Matt Skawin, Planner

QT Bubble Bath #61758
2025-8-SUP

September 9, 2026 | City Council

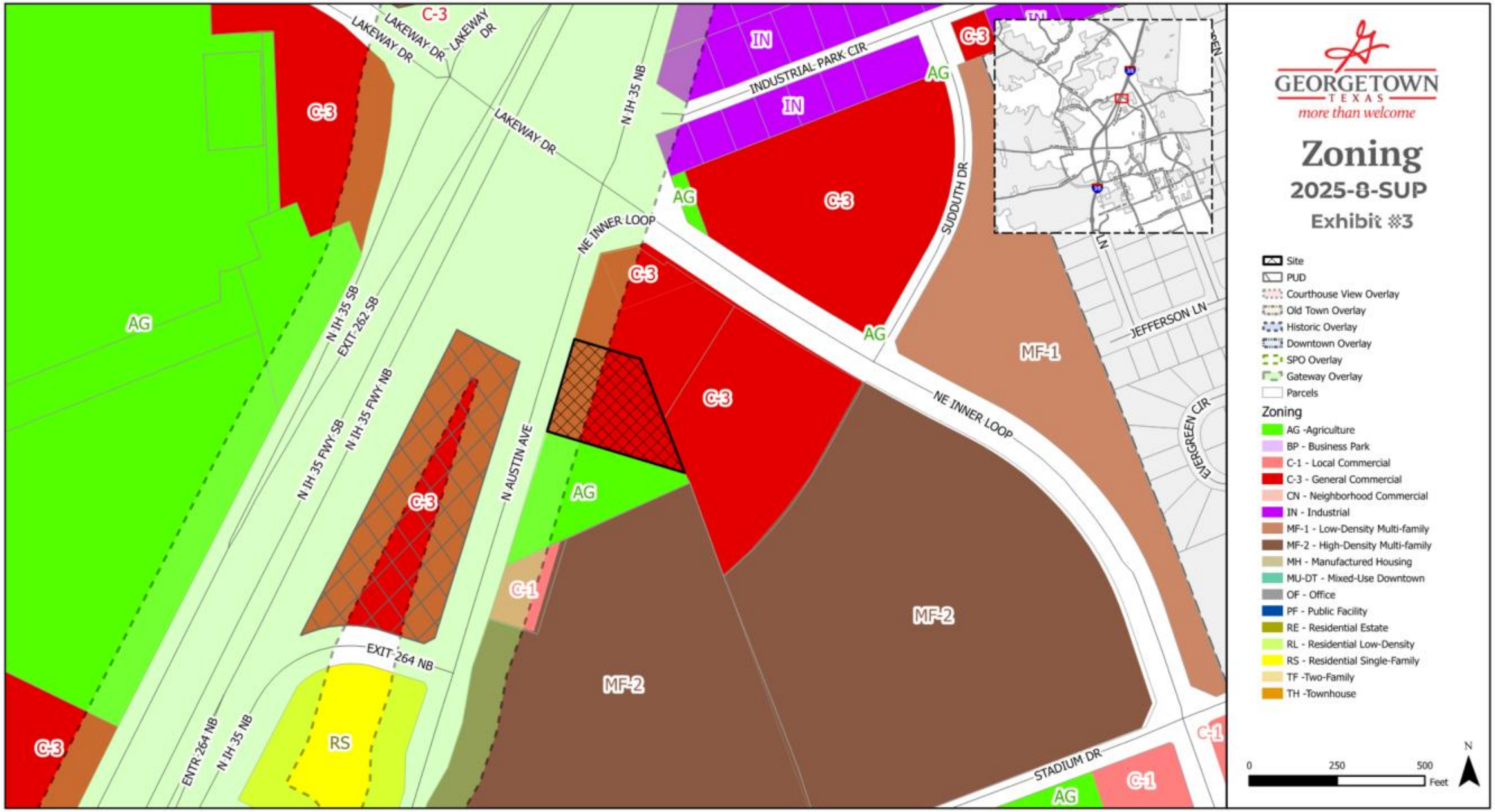
GEORGETOWN
TEXAS

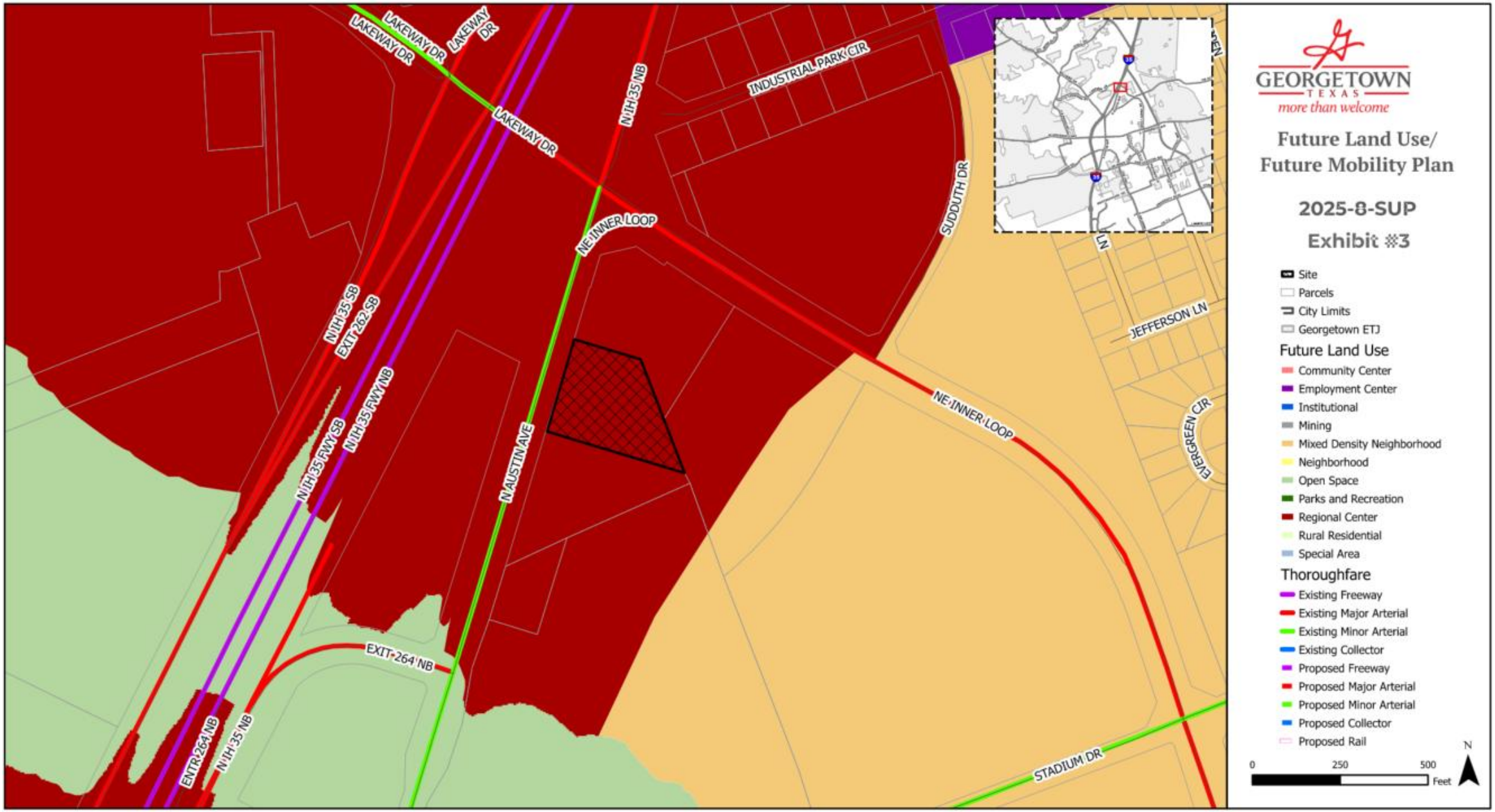
Item Under Consideration

2025-8-SUP

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of “Car Wash” in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawin, Planner

Crystal Knoll Terrace
Existing QT Site
Subject Site
Austin Ave Apartments
The Magnolia at Georgetown
LAKEWAY DR
INDUSTRIAL PARK CIR
N IH 35 NB
NE INNER LOOP
HICKORY TREE DR
ASPEN TRL
ORANGE TREE LN
MAHOGANY LN
JEFFERSON LN
EVERGREEN CIR
N IH 35 SB
EXIT 262 SB
N IH 35 FWY SB
N IH 35 FWY NB
N AUSTIN AVE
EXIT 264 NB
ENTR 264 NB
STADIUM DR
GEORGETOWN
TEXAS
more than welcome
Aerial
2025-8-SUP
Site
City Limits
Georgetown ETJ
N
0
250
500
Feet


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-8-SUP
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
250
500
Feet
N
LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
N IH 35 NB
INDUSTRIAL PARK CIR
NE INNER LOOP
SUDDUTH DR
JEFFERSON LN
EVERGREEN CIR
N IH 35 SB
EXIT 262 SB
N IH 35 FWY SB
N IH 35 FWY NB
N AUSTIN AVE
EXIT 264 NB
ENTR 264 NB
N IH 35 NB
STADIUM DR
C-3
IN
AG
MF-1
MF-2
C-1
RS


LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
N IH 35 NB
INDUSTRIAL PARK CIR
NE INNER LOOP
SUDDUTH DR
N IH 35 SB
EXIT 262 SB
N IH 35 FWY NB
N IH 35 FWY SB
N AUSTIN AVE
NE INNER LOOP
JEFFERSON LN
EVERGREEN CIR
EXIT 264 NB
ENTR 264 NB
N IH 35 NB
STADIUM DR
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2025-8-SUP
Exhibit #3
Site
Parcels
City Limits
Georgetown ETJ
Future Land Use
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
Thoroughfare
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
0
250
500
Feet
N

Regional Center (RC)

- Located around high-volume intersections and arterial/highway roads
- Major shopping centers, large scale mixed-use developments, and supporting flex office and warehouse space
- Context sensitive & quality site design and pedestrian access are encouraged to ensure compatibility with adjacent land uses
- Residential uses should be well integrated with non-residential uses, and standalone multifamily is not a supported use

- **DUA:** ≥ 18
- **Target Ratio:**
  - 75% nonresidential
  - 25% vertical mixed-use multifamily
- **Primary Use:** Large retailers, urban residential, hotels, corporate office, restaurants, multi-tenant commercial, big box commercial, live/work/shop units
- **Secondary Uses:** Mixed use, high density residential, specialty retailers, professional office, civic & institutional uses

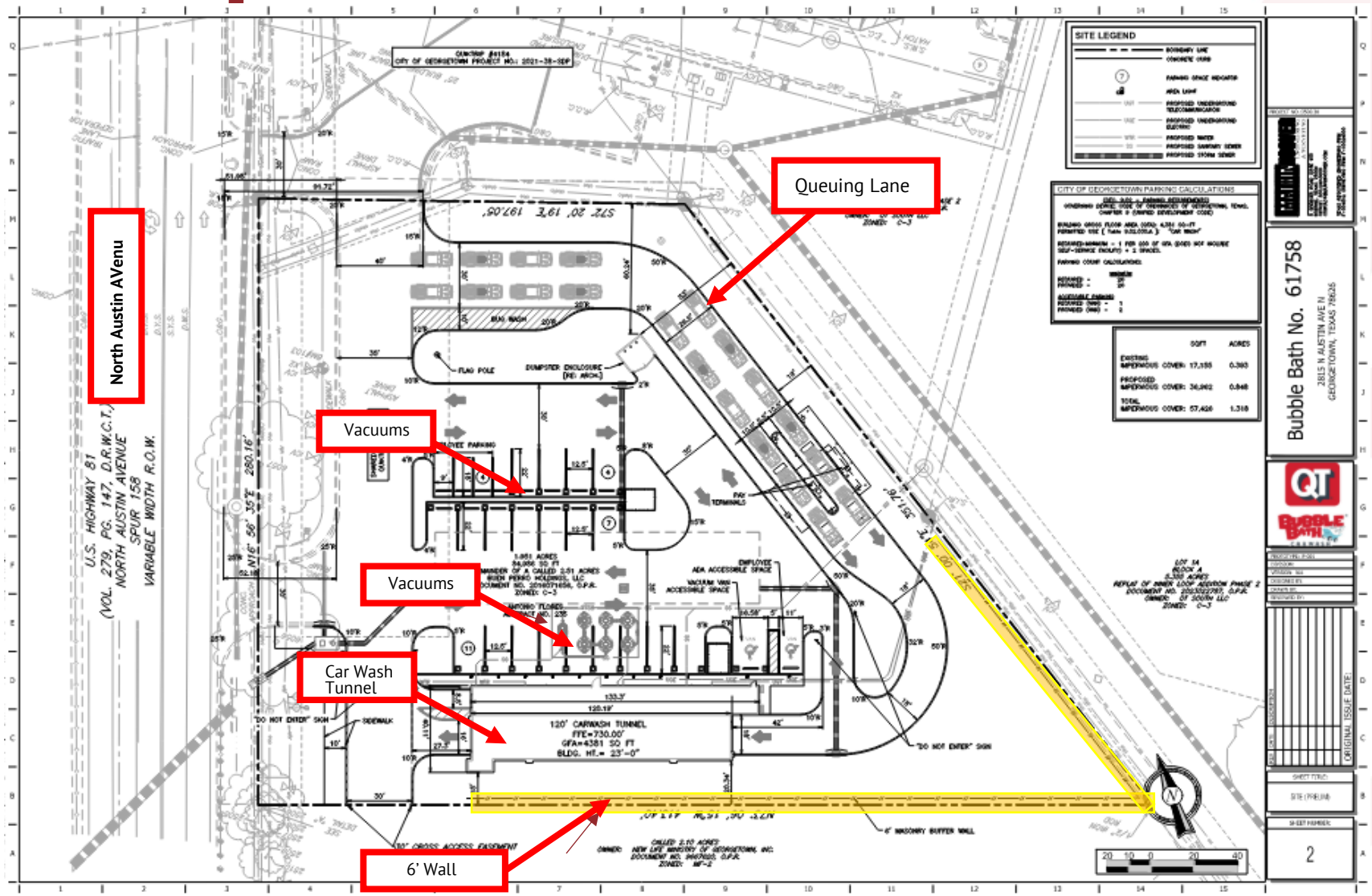
Summary of Request

- Applicant is seeking a Special Use Permit for the “Carwash” use
- UDC 5.02.020.U does not allow a fuel sales site to contain a carwash, however the subject site in this request is its own lot.

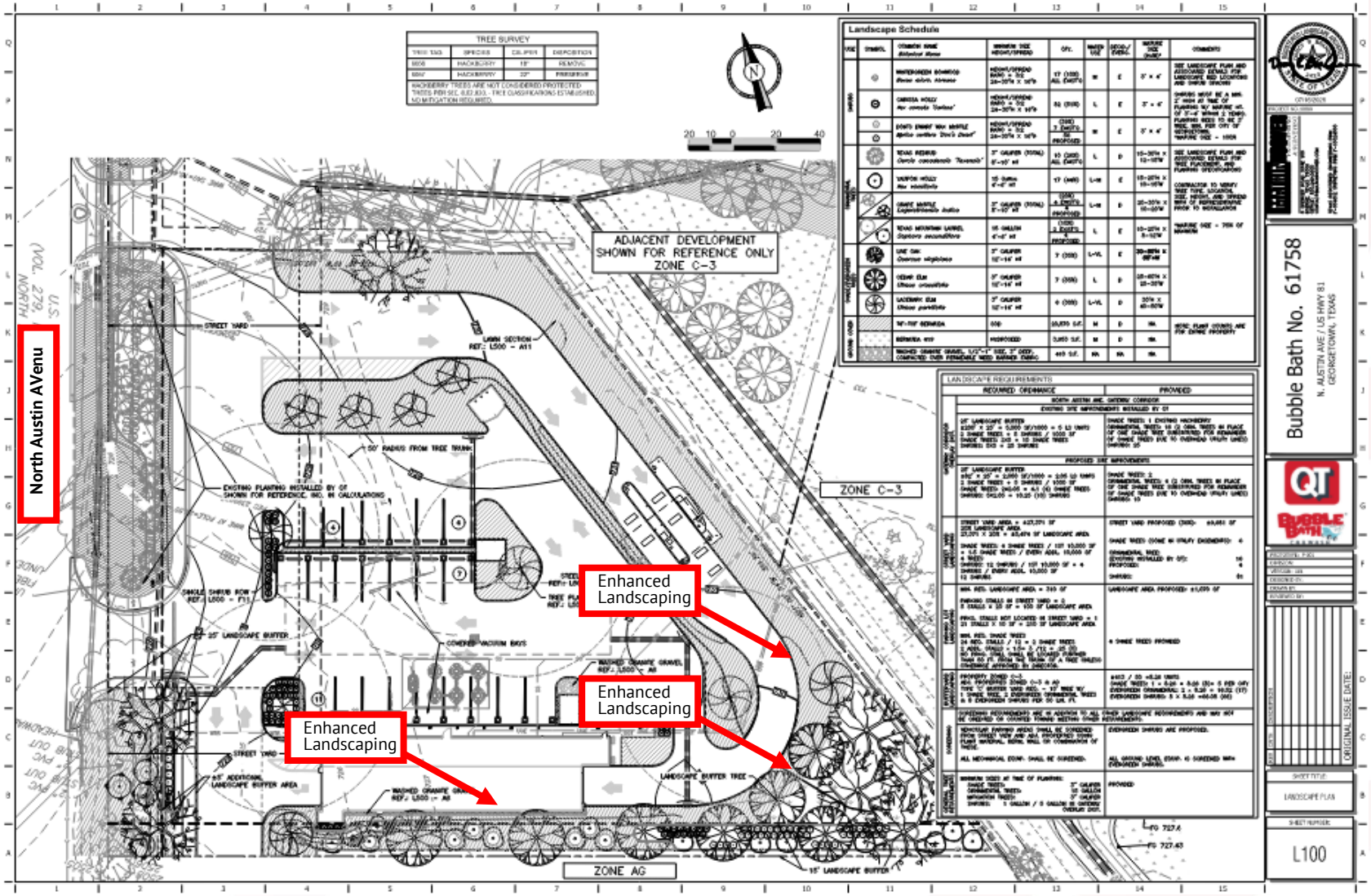
Special Use Permit (SUP)

- The SUP allows for Planning & Zoning Commission and City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in the UDC.
- The SUP also allows for additional restrictions to be placed on the use by the Planning & Zoning Commission and the City Council.

Concept Plan



Concept Plan (Landscape)



Approval Criteria – UDC Section 3.07.030

Criteria for SUP	Complies	Partially Complies	Does Not Comply
The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	X		
The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	X		
The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	X		
The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Approval Criteria – UDC Section 3.06.030

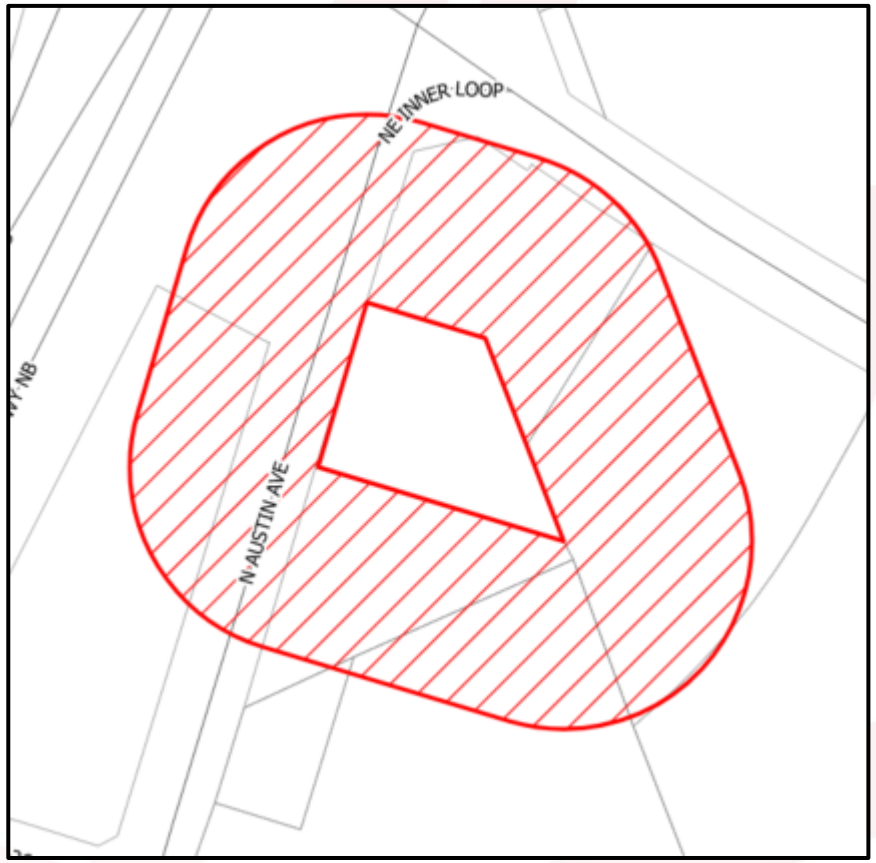
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and			X
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Staff Recommendation

- Staff is recommending approval of the Special Use Permit due to the mitigation measures incorporated into the concept plan. The inclusion of a 6-foot masonry wall along the southern and southeastern portions of the site, along with enhanced landscaping within the 15-foot buffer, substantially reduces potential noise and vibration impacts on nearby residential properties. These features provide meaningful screening and help ensure that the proposed use operates in a manner that protects the surrounding neighborhood.

Public Notifications

- 7 property owners within the 300' buffer
- Notice in Sun News on 6.21.2025
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their 08.04.2026 meeting, the Planning & Zoning Commission recommended Approval of the request (7-0) with the following condition:
  - Hours of Operation: 7:00 a.m.- 8:00 p.m.

City Council Action on First Meeting

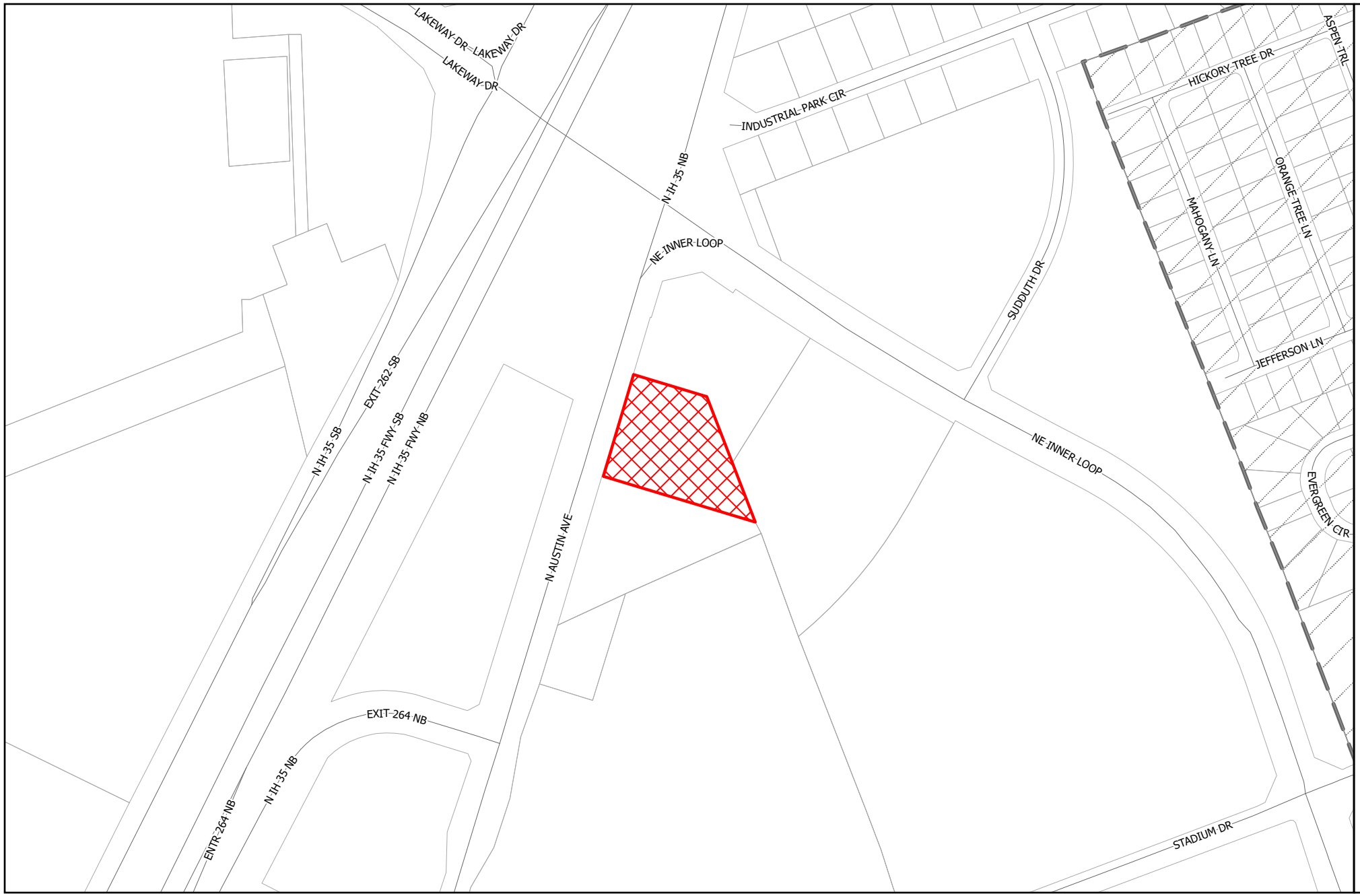
- At their 08.25.2026 meeting, the City Council recommended Approval of the request (6-0) with the following condition:
  - Hours of Operation: 7:00 a.m.- 8:00 p.m.

Summary

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of “Car Wash” in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawin, Planner
- Per UDC Section 3.07.030, the Planning & Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.
- The SUP also allows for additional restrictions to be placed on the use by the Planning & Zoning Commission and the City Council.

Second Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A CAR WASH WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2815 NORTH AUSTIN AVENUE, BEARING THE LEGAL DESCRIPTION OF 1.951 ACRES OUT OF THE ANTONIO FLORES SURVEY, ABSTRACT NO. 235; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN
TEXAS
more than welcome

Location

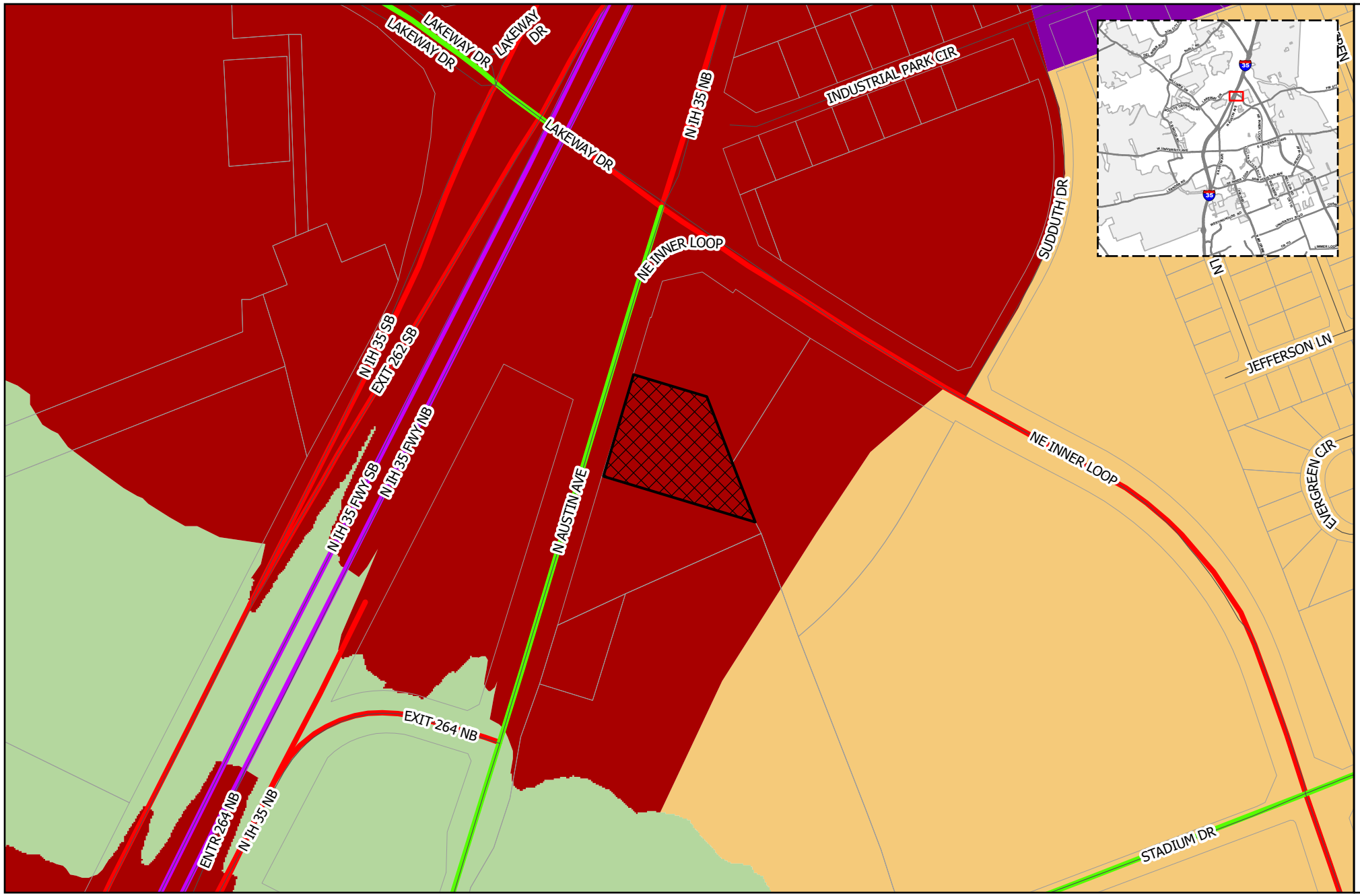
2025-8-SUP

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-8-SUP

Exhibit #3

- Site
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

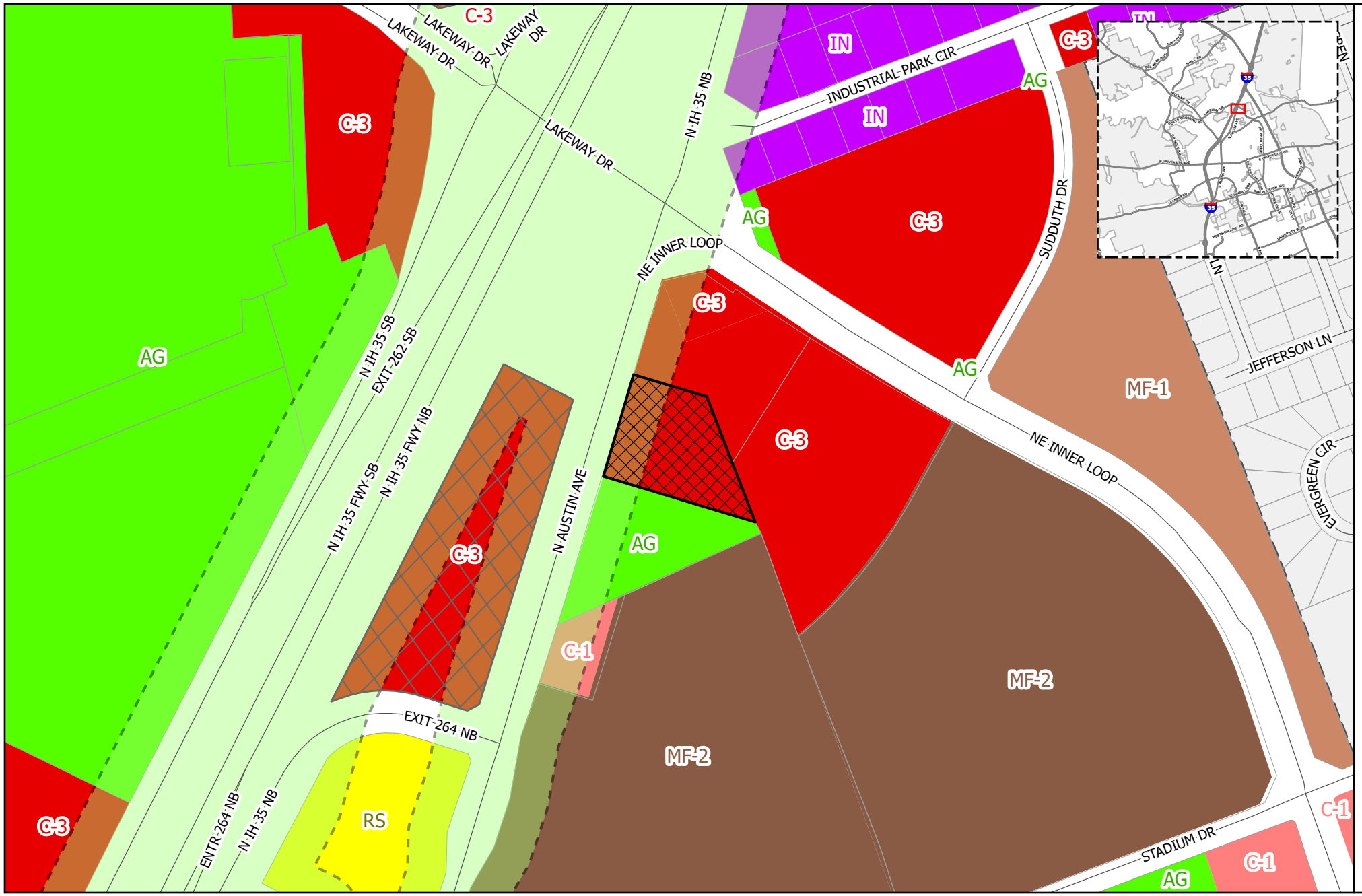
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 250 500 Feet

N



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-8-SUP

Exhibit #3

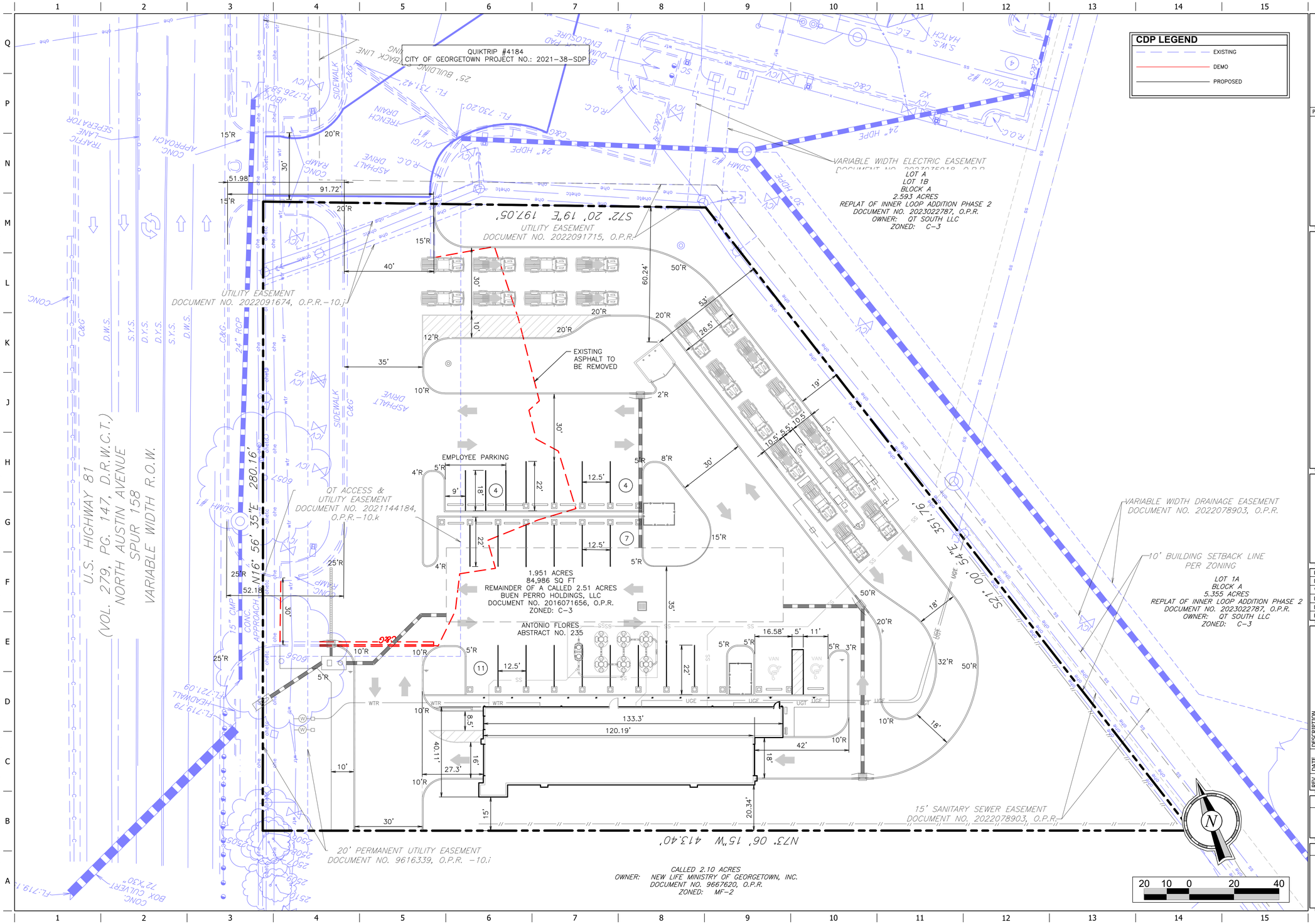
- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

Zoning

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse

0 250 500 Feet

N



PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10435 / SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE/DEMO PLAN

SHEET NUMBER:
1

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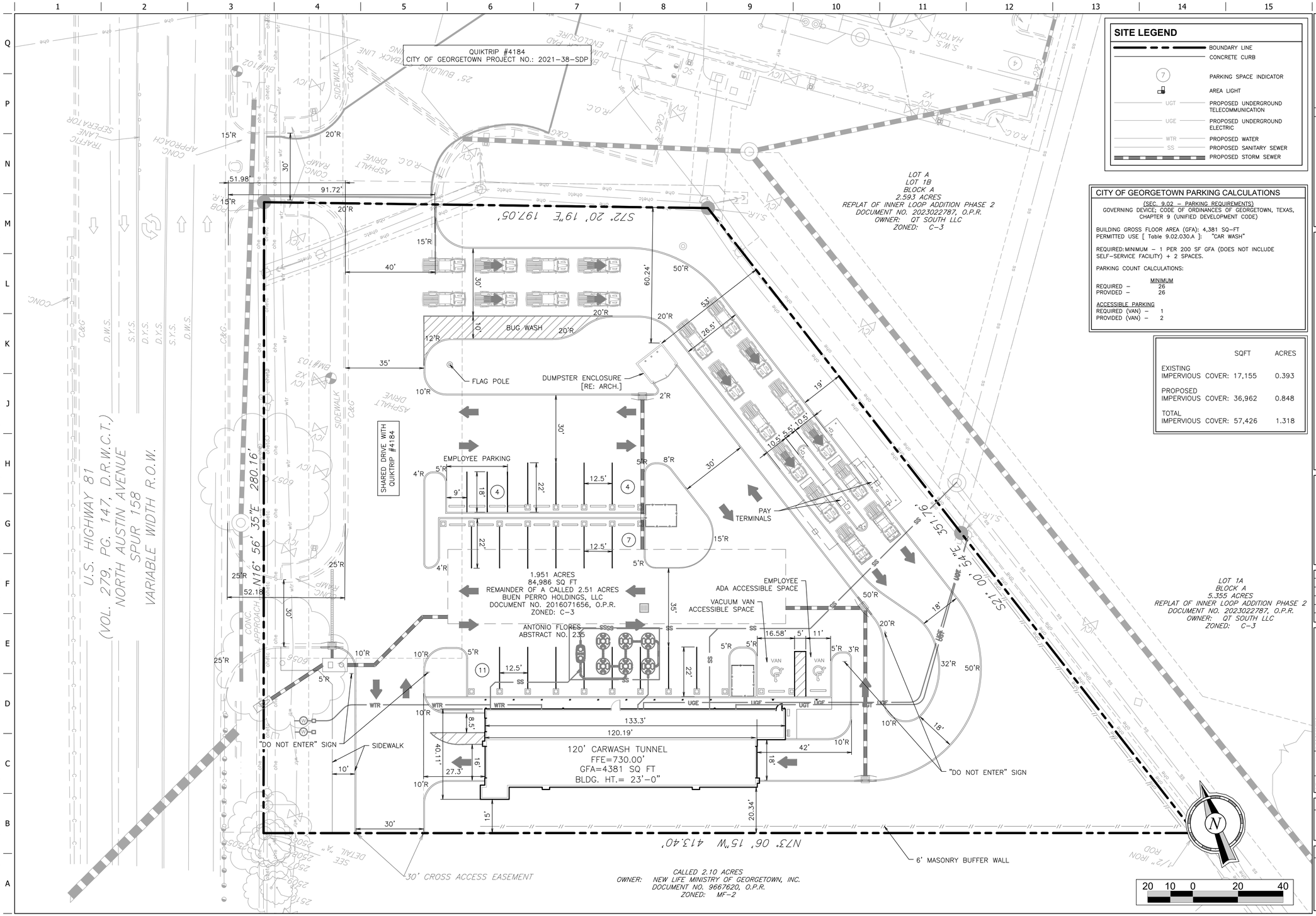
1765



SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB
- PARKING SPACE INDICATOR
- AREA LIGHT
- UGT — PROPOSED UNDERGROUND TELECOMMUNICATION
- UGE — PROPOSED UNDERGROUND ELECTRIC
- WTR — PROPOSED WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

CITY OF GEORGETOWN PARKING CALCULATIONS

(SEC. 9.02 – PARKING REQUIREMENTS)
GOVERNING DEVICE; CODE OF ORDINANCES OF GEORGETOWN, TEXAS, CHAPTER 9 (UNIFIED DEVELOPMENT CODE)

BUILDING GROSS FLOOR AREA (GFA): 4,381 SQ-FT
PERMITTED USE [Table 9.02.030.A]: "CAR WASH"

REQUIRED: MINIMUM – 1 PER 200 SF GFA (DOES NOT INCLUDE SELF-SERVICE FACILITY) + 2 SPACES.

PARKING COUNT CALCULATIONS:

	MINIMUM
REQUIRED –	26
PROVIDED –	26

ACCESSIBLE PARKING

REQUIRED (VAN) –	1
PROVIDED (VAN) –	2

	SQFT	ACRES
EXISTING IMPERVIOUS COVER:	17,155	0.393
PROPOSED IMPERVIOUS COVER:	36,962	0.848
TOTAL IMPERVIOUS COVER:	57,426	1.318

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10424 SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE (PRELIM)

SHEET NUMBER:
2

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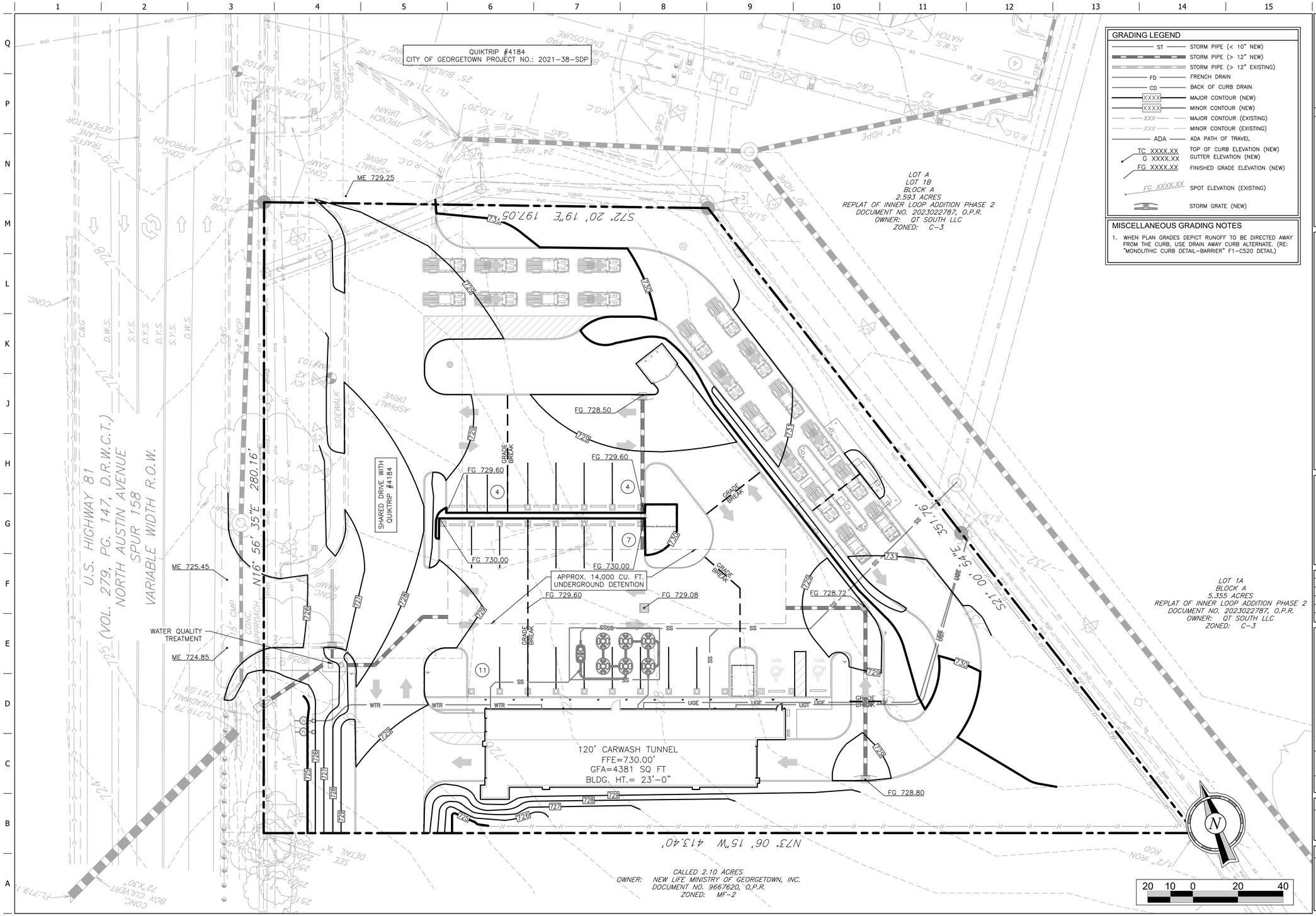

GRADING LEGEND

ST	STORM PIPE (< 10" NEW)
	STORM PIPE (> 12" NEW)
	STORM PIPE (> 12" EXISTING)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
ADA	ADA PATH OF TRAVEL
TC XXXX.XX	TOP OF CURB ELEVATION (NEW)
G XXXX.XX	GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
	STORM GRATE (NEW)

MISCELLANEOUS GRADING NOTES

1. WHEN PLAN GRADES DEPICT RUNOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE. (RE: "MONOLITHIC CURB DETAIL-BARRIER" F1-C520 DETAIL)

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
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TEXAS REGISTERED ENGINEERING FIRM F-10435 / SURVEYING FIRM F-10024300

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

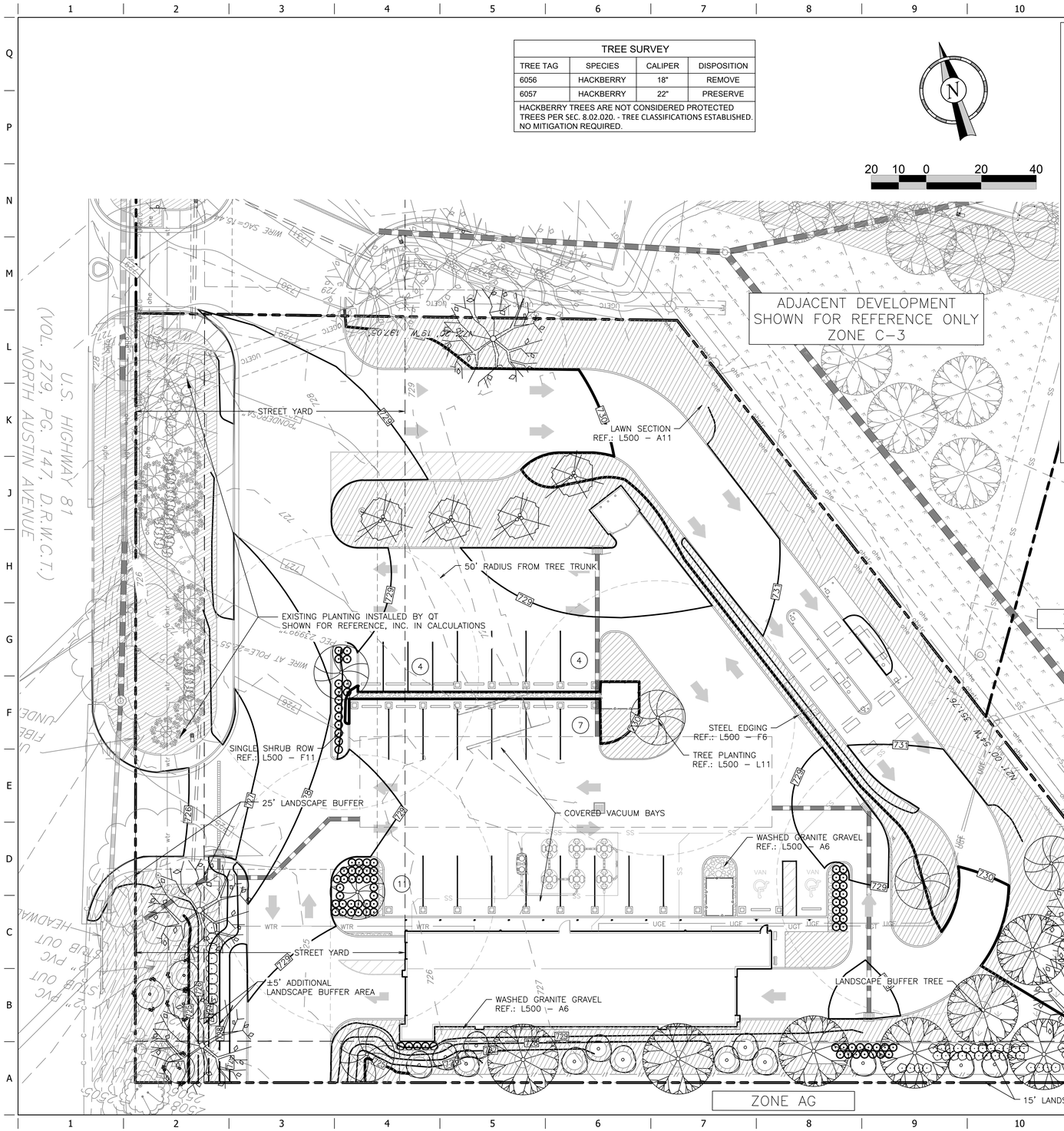
ORIGINAL ISSUE DATE:

SHEET TITLE:
GRADING (PRELIM)

SHEET NUMBER:
3

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Grading (Prelim) USER:pchapman SAVED:7/9/2026 2:49 PM PLOTTED:7/9/2026 3:07 PM

TREE SURVEY			
TREE TAG	SPECIES	CALIPER	DISPOSITION
6056	HACKBERRY	18"	REMOVE
6057	HACKBERRY	22"	PRESERVE
HACKBERRY TREES ARE NOT CONSIDERED PROTECTED TREES PER SEC. 8.02.020. - TREE CLASSIFICATIONS ESTABLISHED. NO MITIGATION REQUIRED.			



Landscape Schedule

USE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE HEIGHT/SPREAD	QTY.	WATER USE	DECID./ EVERG.	MATURE SIZE (HxW)*	COMMENTS
SHRUBS		WINTERGREEN BOXWOOD *Buxus micro. koreana*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	17 (10%) ALL EXIST'G	M	E	3' X 4'	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
		CARISSA HOLLY *Ilex cornuta 'Carissa'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	82 (51%)	L	E	3' x 4'	SHRUBS MUST BE A MIN. 2' HIGH AT TIME OF PLANTING W/ MATURE HT. OF 3'–4' WITHIN 2 YEARS. PLANTING BEDS TO BE 3' WIDE, MIN. PER CITY OF GEORGETOWN. *MATURE SIZE – 100%
		DON'S DWARF WAX MYRTLE *Myrica cerifera 'Don's Dwarf'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	(39%) 7 EXIST'G; 56 PROPOSED	M	E	3' X 4'	
ORNAMENTAL TREES		TEXAS REDBUD *Cercis canadensis 'Texensis'*	3" CALIPER (TOTAL) 8'–10' HT	10 (26%) ALL EXIST'G	L	D	15–30'H X 12–15'W	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
		YAUPON HOLLY *Ilex vomitoria*	15 Gallon 4'–6' HT	17 (44%)	L–M	E	15–20'H X 10–15'W	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
		CRAPE MYRTLE *Lagerstroemia indica*	3" CALIPER (TOTAL) 8'–10' HT	(20%) 4 EXIST'G; 4 PROPOSED	L–M	D	20–30'H X 10–20'W	
		TEXAS MOUNTAIN LAUREL *Sophora secundiflora*	15 GALLON 4'–6' HT	(10%) 2 EXIST'G; 4 PROPOSED	L	E	10–20'H X 8–12'W	*MATURE SIZE – 75% OF MAXIMUM
SHADE/EVERGREEN TREES		LIVE OAK *Quercus virginiana*	3" CALIPER 12'–14' HT	7 (35%)	L–VL	E	30–50'H X 50'+W	
		CEDAR ELM *Ulmus crassifolia*	3" CALIPER 12'–14' HT	7 (35%)	L	D	25–60'H X 25–35'W	
		LACEBARK ELM *Ulmus parvifolia*	3" CALIPER 12'–14' HT	6 (30%)	L–VL	D	30'H X 40–50'W	
GROUND COVER		TIF–TUF BERMUDA	SOD	20,870 S.F.	M	D	NA	NOTE: PLANT COUNTS ARE FOR ENTIRE PROPERTY
		BERMUDA 419	HYDROSEED	3,953 S.F.	M	D	NA	
		WASHED GRANITE GRAVEL, 1/2"–1" SIZE, 3" DEEP, COMPACTED OVER PERMEABLE WEED BARRIER FABRIC		410 S.F.	NA	NA	NA	

LANDSCAPE REQUIREMENTS

	REQUIRED ORDINANCE	PROVIDED
GATEWAY CORRIDOR OVERLAY DIST.	NORTH AUSTIN AVE. GATEWAY CORRIDOR	
	EXISTING SITE IMPROVEMENTS INSTALLED BY QT	
	25' LANDSCAPE BUFFER ±200' X 25' = 5,000 SF/1000 = 5 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X5 = 10 SHADE TREES SHRUBS: 5X5 = 25 SHRUBS	SHADE TREES: 1 EXISTING HACKBERRY ORNAMENTAL TREES: 16 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 25
	PROPOSED SITE IMPROVEMENTS	
	25' LANDSCAPE BUFFER ±82' X 25' = 2,050 SF/1000 = 2.05 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X2.05 = 4.1 (4) SHADE TREES SHRUBS: 5X2.05 = 10.25 (10) SHRUBS	SHADE TREES: 2 ORNAMENTAL TREES: 4 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 10
STREET YARD LANDSCAPING	STREET YARD AREA = ±27,371 SF 20% LANDSCAPE AREA 27,371 X 20% = ±5,474 SF LANDSCAPE AREA SHADE TREES: 4 SHADE TREES / 1ST 10,000 SF + 1.5 SHADE TREES / EVERY ADDL. 10,000 SF 4 TREES SHRUBS: 12 SHRUBS / 1ST 10,000 SF + 4 SHRUBS / EVERY ADDL. 10,000 SF 12 SHRUBS	STREET YARD PROPOSED (36%): ±9,981 SF SHADE TREES (SOME IN UTILITY EASEMENTS): 6 ORNAMENTAL TREE: (EXISTING INSTALLED BY QT): 16 PROPOSED: 4 SHRUBS: 81
PARKING LOT LANDSCAPING	MIN. REQ. LANDSCAPE AREA = 310 SF PARKING STALLS IN STREET YARD = 2 5 STALLS X 20 SF = 100 SF LANDSCAPE AREA PRKG. STALLS NOT LOCATED IN STREET YARD = 1 21 STALLS X 10 SF = 210 SF LANDSCAPE AREA MIN. REQ. SHADE TREES 24 REQ. STALLS / 12 = 2 SHADE TREES 2 ADDL. STALLS x 1.5= 3 /12 = .25 (0) NO PRKG. STALL SHALL BE LOCATED FURTHER THAN 50 FT. FROM THE TRUNK OF A TREE UNLESS OTHERWISE APPROVED BY DIRECTOR.	LANDSCAPE AREA PROPOSED: ±1,070 SF 4 SHADE TREES PROVIDED
BUFFERYARD LANDSCAPING	PROPERTY ZONED C–3 ADJ. PROPERTIES ZONED C–3 & AG TYPE 'C' BUFFER YARD REQ. – 15' WIDE W/ 1 SHADE TREE, 2 EVERGREEN ORNAMENTAL TREES & 8 EVERGREEN SHRUBS PER 50 LIN. FT.	±413 / 50 =8.26 UNITS SHADE TREES: 1 x 8.26 = 8.26 (8)+ 5 PER CITY EVERGREEN ORNAMENTAL: 2 x 8.26 = 16.52 (17) EVERGREEN SHRUBS: 8 X 8.26 =66.08 (66)
SCREENING	SCREENING REQUIREMENTS ARE IN ADDITION TO ALL OTHER LANDSCAPE REQUIREMENTS AND MAY NOT BE CREDITED OR COUNTED TOWARD MEETING OTHER REQUIREMENTS.	
	VEHICULAR PARKING AREAS SHALL BE SCREENED FROM STREET VIEW AND ADJ. PROPERTIES USING PLANT MATERIAL, BERM, WALL OR COMBINATION OF THESE. ALL MECHANICAL EQUIP. SHALL BE SCREENED.	EVERGREEN SHRUBS ARE PROPOSED. ALL GROUND LEVEL EQUIP. IS SCREENED WITH EVERGREEN SHRUBS.
GENERAL TREE REQUIREMENTS	MINIMUM SIZES AT TIME OF PLANTING: SHADE TREES: 3" CALIPER ORNAMENTAL TREES: 15 GALLON MITIGATION TREES: 3" CALIPER SHRUBS: 1 GALLON / 5 GALLON IN GATEWAY OVERLAY DIST.	PROVIDED

REGISTERED LANDSCAPE ARCHITECT
DARCY R. BRANDON
3423
STATE OF TEXAS
07/16/2026

PROJECT NO.:XXXX

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0500
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F–10524500
TEXAS REGISTERED SURVEYING FIRM F–10024000

Bubble Bath No. 61758

N. AUSTIN AVE / US HWY 81
GEORGETOWN, TEXAS

QT BUBBLE BATH CARWASH

PROTOTYPE: P-001	
DIVISION:	
VERSION: 001	
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

1768

QuikTrip Corporation

AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681

September 7, 2025

City of Georgetown Planning Department
406 West 8th Street
Georgetown, TX 78626

Re: **QuikTrip Bubble Bath Car Wash 61758 Special Use Permit Application**
2815 N Austin Ave
Georgetown, Texas 78626

To Whom It May Concern:

This letter serves as a formal Letter of Intent and a request for a Special Use Permit (SUP) to develop a state-of-the-art automated tunnel car wash facility located at 2815 N Austin Ave, within a designated Regional Center as defined by the City of Georgetown's 2030 Comprehensive Plan. This project is being pursued with a commitment to aligning with and actively contributing to the city's long-term vision for balanced, sustainable, and fiscally responsible growth.

This development is designed to be in complete compliance with the spirit and specific policies of the 2030 Comprehensive Plan. Our proposed tunnel car wash is a modern, high-quality commercial service that will enhance the economic vitality and quality of life for Georgetown residents.
The project aligns with the following goals and policies of the 2030 Comprehensive Plan:

Goal 1: Balanced Land Use

- **Policy LU.1:** This development will contribute to the balanced mix of commercial and service uses in the Regional Center. A well-integrated car wash facility provides a necessary amenity for the surrounding residential and commercial areas, reducing the need for residents to travel to other parts of the city for this service. This supports the policy of having a balanced mix of uses in the community.
- **Policy LU.2:** The development is designed to be a compact, higher-density use within an appropriate infill location. It will not contribute to urban sprawl but will instead make productive use of an existing commercial area, promoting efficiency in land use.
- **Policy LU.3:** As a commercial use, this car wash will serve as a neighborhood-supporting amenity, contributing to the creation of a "complete neighborhood" by providing a local service that complements existing residential and commercial developments.

Goal 3: Development Framework and Economic Growth

- **Policy LU.8:** This project directly supports Georgetown's economic development goals by providing a new, high-quality commercial service that contributes to the city's tax base. We will create new jobs and provide a valuable service to the community.
- **Regional Center Land Use Category:** The proposed development is entirely consistent with the

definition and intent of a Regional Center as outlined in the Comprehensive Plan. Conveniently located immediately adjacent to an auto-oriented service (QuikTrip), this tunnel car wash is an appropriate use for a Regional Center, which is defined as accommodating "major shopping centers, standalone big-box retailers, or large-scale mixed-use developments, as well as supporting flex office space and office/warehouse development." The complimentary uses will create a synergistic harmony within the area. The project is strategically located with convenient access from major transportation routes, serving the broader community.

Goal 7: High-Quality Infrastructure

- **Policy LU.9:** This development will demonstrate a commitment to environmental stewardship through the use of low-impact development (LID) practices. The facility will be designed with advanced water reclamation and recycling technology, significantly reducing its demand for municipal water supplies. This aligns with the city's goal of maintaining high-quality, sustainable infrastructure.
- **Policy LU.10:** The project will incorporate a comprehensive water management plan, including state-of-the-art systems for capturing and treating all runoff, preventing contaminants from entering the city’s stormwater system.

Goal 10: Transportation Network

- **Policy T.1:** The site plan is meticulously designed to ensure efficient and safe vehicular circulation, minimizing impact on the adjacent street network. The driveways and queuing lanes will be configured to prevent queuing onto the public roadway, thereby improving the flow of traffic in the area and supporting the city's overall transportation goals.

Compliance with UDC Section 3.07.030: Criteria for Approval

Our proposed development has been designed to meet and exceed the criteria for approval for a Special Use Permit as outlined in **UDC Section 3.07.030**.

- **No Significant Negative Impact:** The project's design and operation will not create a significant negative impact on surrounding property or the general public. As an enclosed tunnel wash, the majority of the operations are contained within the building, mitigating noise and spray. The site plan incorporates a comprehensive buffering and landscaping plan to provide a visual and sound buffer to adjacent properties.
- **Compatibility with Character:** The design of the building and the overall site plan will be harmonious with the character of the surrounding Regional Center. The building will utilize modern architectural elements and high-quality materials, while the landscaping will ensure a seamless and attractive transition to the existing commercial landscape.
- **No Negative Impact on Infrastructure:** The development is designed to be fiscally and infrastructurally responsible. Water and sewer connections have been planned to integrate with existing city infrastructure without creating undue burden. Traffic will be managed with dedicated stacking lanes, preventing negative impacts on public roads and ensuring smooth circulation.
- **No Injurious or Noxious Impact:** The facility's closed-loop water reclamation system and waste management plan are specifically designed to prevent the creation of harmful fumes, dust, or runoff. All chemicals are stored indoors, and the wash process is contained, ensuring no injurious or noxious impacts on the surrounding environment or neighborhood.

Project and Site Details

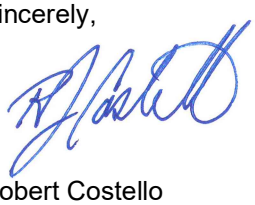
To provide a complete overview of the proposed development and address the requirements of the Special Use Permit application, the following information is included:

- **Legal Description:** The legal description is attached as a separate exhibit to the application.
- **Site Acreage:** The development will be situated on a site of approximately 1.951 acres.
- **Proposed Building:** The single-story building will have a gross floor area of approximately 4,381 square feet and a maximum height of 23 feet.
- **Hours of Operation:** The proposed hours of operation are 8ma-8pm daily.
- **Employees:** The facility will have an average of three employees on-site.
- **Parking:** The site plan includes a total of [Number of Parking Spaces] parking spaces for customer and employee use, in excess of the minimum requirements.
- **Vehicle Trips:** The estimated number of vehicle trips generated by the development is approximately 70 trips during peak hour, with the site plan designed to efficiently manage this traffic flow without impacting public streets.
- **Lighting and Signage:** A detailed plan for all lighting and signage will be included in the formal site plan to ensure compliance with the Unified Development Code (UDC) for brightness, design, and placement, minimizing glare and light pollution to surrounding properties.
- **Buffering and Screening:** The site plan includes a comprehensive landscaping and buffering plan, utilizing a combination shade trees, ornamental trees and shrubbery, to provide a visual screen from adjacent uses and ensure the development is aesthetically harmonious with the surrounding area. All outdoor refuse containers will be fully enclosed and screened from view.

We believe this proposed tunnel car wash is not only a viable commercial project but also a model development that is fully consistent with the City of Georgetown's vision for its future. We are prepared to meet with staff and the Planning and Zoning Commission to discuss this project in greater detail and provide any additional information required.

Thank you for your time and consideration.

Sincerely,



Robert Costello
Real Estate Project Manager
QuikTrip Corporation – Austin Division

Report Date: August 4, 2026
Case Number: 2025-8-SUP

UDC Section 3.07.030 – Approval Criteria for Special Use Permits

Special Use Permits allow for City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. Special Use Permits may be issued only for uses that are generally compatible with other uses permitted in a zoning district, but that require individual review of their location, design, intensity, etc. These uses may be in districts as indicated with conditions described in a Special Use Permit recommended by the Planning and Zoning Commission and approved by the City Council.

In addition to the criteria for zoning changes in Section 3.06.030, the City Council may approve an application for a Special Use Permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public.

Staff Reviewed the request against the approval criteria for Special Use Permits found in UDC Section 3.07.030 and found that it complies with four of the criteria as detailed below.

1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	**Complies**
While the proposed use is located in close proximity to existing residential buildings to the southeast and the car wash building is situated along the southern portion of the lot, the concept plan includes several mitigation measures that address potential impacts on nearby residences. Car washes and associated facilities, such as vacuum stations, can generate noise and vibration; however, the proposed car wash building is approximately 15 feet from the southern property line and roughly 220 feet from the nearest residence, providing physical separation from adjacent homes. In addition, the concept plan includes a 6-foot masonry wall along the southern and southeastern portions of the site and a 15-foot landscape buffer with enhanced tree plantings. These features help reduce noise and vibration and provide effective visual and physical screening for nearby properties. *Continued on next page ->*	

With these mitigation measures in place, staff finds that the proposed use will not adversely affect the surrounding neighborhood or its occupants and therefore satisfies this criterion.	
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	**Complies**
The proposed concept plan shows a single lane carwash tunnel on the southern boundary of the site with a queuing lane running along the eastern and northern perimeters. Self-serve vacuum stations and additional parking are located internal to the site, buffered by the carwash tunnel and queuing lanes. The site takes access from North Austin Avenue via a driveway on the southern portion of the site. The concept plan also proposes inter-parcel connectivity between this site and the existing QT gas station to the north by way of the existing driveway constructed by QT during the development of the gas station. The proposed site layout does not cause concern in terms of circulation. The design is generally harmonious with the other development we see along North Austin Avenue, which is classified as a Minor Arterial in the City's Overall Transportation Plan. As previously stated, the concern with the proposed Car Wash and its site plan is the location of the carwash tunnel in proximity to the existing residential buildings to the southeast.	
3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	**Complies**
The proposed use does not negatively impact existing uses in terms of public infrastructure or public services. Both the city's engineering and fire departments have reviewed the request and all comments concerning infrastructure and fire protection have been addressed. The proposed request is not anticipated to impact the ability of existing infrastructure and services to adequately provide service. *Continued on next page ->*	

4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	**Complies**
As noted in the previous criterion, although the proposed car wash may still generate some noise and vibration due to its proximity to existing residential uses, the concept plan includes several mitigation measures that substantially reduce potential impacts on adjacent properties. The inclusion of a 6-foot masonry buffer wall along the southern and southeastern portions of the site, along with enhanced tree plantings within the 15-foot landscape buffer, helps screen the use and reduce noise transmission, vibration, and other potential nuisances.	

Additionally, staff reviewed the request against the approval criteria for a Zoning Map Amendment found in UDC Section 3.06.030 and found that it complied with 2, partially complied with 1, and did not comply with 2 of the 5 approval criteria, as detailed below.

A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	**Complies**
This application was reviewed by staff and deemed to be complete.	
B. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The property is located within the Regional Center Future Land Use Designation which calls for high intensity commercial intended for users across the community, according to the Comprehensive Plan. Developments in this Future Land Use Designation are typically auto oriented and along major transportation routes or highway interchanges to maximize visibility and access to the site. With the site's location along North Austin Avenue, the proposed use of a carwash does not substantially conflict with the provisions of the Future Land Use Map. However, Land Use Policy #1 states that there should be a gradual transition in use when examining zoning changes. It cannot be stated that this use will serve as a gradual transition into the residential area to the east, hence staff's finding of partial compliance.	
C. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Does Not Comply**
The proposed use incorporates mitigation measures such as a 6-foot masonry wall along the southern and southeastern portions of the site and a 15-foot	

landscape buffer with enhanced tree plantings, which help reduce potential noise and vibration on nearby residential properties.

While these improvements help address some of the identified impacts, they do not elevate the project into one that meaningfully promotes the health, safety, or general welfare of the surrounding neighborhood.

D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Does Not Comply**

The character of the area along North Austin Avenue is predominantly commercial and auto-oriented in nature; however, the immediate surroundings of the subject property include two large apartment complexes containing a substantial number of residential units. Introducing a more intensive commercial zoning designation at this location would shift the balance of uses in a way that does not align with the established residential presence directly adjacent to the site. The scale and intensity associated with the proposed zoning change may not be appropriate given the number of residents living along the southern and southeastern boundaries of the property.

E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	**Complies**

The subject site is of adequate size and shape to accommodate the proposed use of a carwash. The site is served with adequate utilities and does not cause concern in terms of circulation or fire access.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Levy the Property Tax Rate

SUGGESTED ACTION:
Second Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This ordinance sets the ad valorem tax rate for the tax year 2026. This rate is based on net taxable property values at January 1, 2026, to assess taxes for collection during fiscal year 2027. The rate of $0.363167 per $100 valuation is the proposed tax rate for 2026 which is higher than the rate of $0.35300 from the prior year.

The tax rate includes a portion to fund existing debt service, and a portion to fund maintenance and operations of the City. The 2026 No New Revenue Rate is $0.362168. The 2026 Voter Approval rate adjusted for property tax relief is $0.363167. The proposed rate of $0.363167 is equal to the Voter Approval rate adjusted for sales tax.

Per $100 Valuation	**FY2025**
No New Revenue Tax Rate	0.362168
Proposed Tax Rate	***0.363167***
Voter Approval Tax Rate -	
Adjusted for Sales Tax	0.363167

The average existing taxable homestead value decreased by 2.8% compared to 2025. A homeowner with an existing average taxable homestead value of $390,610.00 will pay approximately $0.13 (13 cents) more in taxes than in the previous year.

The City held a public hearing on the tax rate on August 25, 2026.

Per Tax Code 26.05, the tax rate consists of two components, each of which must be approved separately.

<u>I move to approve a tax rate of 11.2630 cents for the maintenance and operations component of the overall tax rate.</u>

<u>I move to approve a tax rate of 25.0537 cents for the debt service component of the overall tax rate.</u>

Furthermore, per Tax Code 26.05, the final motion must be a record vote and must pass by 60% of the governing body.

I move that the property tax rate be increased by the adoption of a tax rate of 36.3167 cents, which is effectively a 0.28 percent increase in the tax rate.

FINANCIAL IMPACT:
This tax rate is used in funding the proposed 2027 Annual Budget.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Tax Levy Ord 2026 RC.pdf
2026 City of Georgetown Tax Rate Calculations.pdf
2026 CGT Notice of Tax Rates.pdf

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF GEORGETOWN, TEXAS, FOR THE TAX YEAR 2026; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas is an incorporated Home Rule municipality dependent upon taxes to provide its citizens with services; and

WHEREAS, the City of Georgetown, Texas published the required notices; and

WHEREAS, the City of Georgetown, Texas held a public hearing on August 25, 2026; and

WHEREAS, all notification and public hearing requirements have been satisfied; and

WHEREAS, the City Council finds it necessary to levy taxes for the 2027 fiscal year for the City of Georgetown, Texas; and

WHEREAS, this tax rate will raise more taxes for maintenance and operations than last year's tax rate; and

WHEREAS, the tax rate will effectively be raised by positive 4.32 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately positive $4.66;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. The City Council of the City of Georgetown (the "City Council") hereby finds that all of the prerequisites to the levying of a tax rate for this City for the tax year 2026, (including, without limitation, certifications, notices, submittals, and public hearings) as required by law have been complied with.

SECTION 4. The City Council does hereby levy and adopt the tax rate on $100 valuation for the tax year 2026 as follows:

$0.112630	for the purpose of maintenance and operation
$0.250537	for the principal and interest on debt of this city
$0.363167	total tax rate

SECTION 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 25th day of August, 2026.

PASSED AND APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Georgetown
Taxing Unit Name

(512) 930-3652
Phone *(area code and number)*

510 W 9th Street, Georgetown, TX, 78626
Taxing Unit's Address, City, State, ZIP Code

https://georgetowntexas.gov
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.wilcotx.gov/DocumentCenter/View/20671/City-of-Georgetown

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 19,762,602,479
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 5,128,814,596
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 14,633,787,883
4.	**Prior year total adopted tax rate.**	$ 0.353000 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** ..... $ 1,549,090,000 **B. Prior year values resulting from final court decisions:** ..... - $ 1,431,485,747 **C. Prior year value loss.** Subtract B from A.[4]	$ 117,604,253

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 598,113,774 **B. Prior year disputed value:** - $ 41,867,964 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 556,245,810
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 673,850,063
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 15,307,637,946
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 4,730 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 173,882,026 **C. Value loss.** Add A and B. [7]	$ 173,886,756
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 173,886,756
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 574,241,622
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 14,559,509,568
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 51,395,068
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 540,101
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 51,935,169

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12] **A. Certified values:** ..... $ 20,024,990,223 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0 **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 582,008,990 **E. Total current year value.** Add A and B, then subtract C and D.	$ 19,442,981,233
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 404,515,678 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 404,515,678
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 4,987,198,129
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 14,860,298,782
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 520,247,012

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 520,247,012
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 14,340,051,770
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.362168 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.000000 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.113871 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 15,307,637,946
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 17,430,960
32.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 187,779	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 2,037,229	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -1,849,450	
	E. Add Line 31 to 32D.	$ 15,581,510
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 14,340,051,770
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.108657 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]	
	A. **Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0	
	B. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]	
	A. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. $ 0	
	B. **Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose. – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]	
	A. **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose. $ 0	
	B. **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.	$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]	
	A. **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. $ 0	
	B. **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100 $ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.108657 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 3,518,820 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.024538 /$100 **C.** Add Line 41B to Line 40.	$ 0.133195 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.137856 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.143850 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ _____ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ _____ /$100 c. Add Line D42(B)(b) to Line 42. $ _____ /$100 d. Enter the **current year unused increment rate** from Line 68 $ _____ /$100 e Add Line D42(c) to Line D42(d). $ _____ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ _____ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 45,693,296 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 7,212,686 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 1,250,000 **E. Adjusted debt.** Subtract B, C and D from A.	$ 37,230,610
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 0
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 37,230,610
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 98.83 % **C.** Enter the 2024 actual collection rate. ..... 98.16 % **D.** Enter the 2023 actual collection rate. ..... 98.96 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 37,230,610
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 14,860,298,782
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.250537 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.388393 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ ____ /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.000000 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 3,748,724
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 14,860,298,782
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.025226 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.362168 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ _____ /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.388393 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.363167 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$ _____
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ _____ /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ _____ /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.353152 /$100
	B. Unused increment rate (Line 68)	$ 0.000345 /$100
	C. Subtract B from A	$ 0.352807 /$100
	D. Adopted Tax Rate	$ 0.353000 /$100
	E. Subtract D from C	$ -0.000193 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 15,132,143,197
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.364820 /$100
	B. Unused increment rate (Line 67)	$ 0.000523 /$100
	C. Subtract B from A	$ 0.364297 /$100
	D. Adopted Tax Rate	$ 0.364700 /$100
	E. Subtract D from C	$ -0.000403 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 13,419,113,943
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.374698 /$100
	B. Unused increment rate (Line 66)	$ 0.000762 /$100
	C. Subtract B from A	$ 0.373936 /$100
	D. Adopted Tax Rate	$ 0.374000 /$100
	E. Subtract D from C	$ -0.000064 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 12,270,406,860
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0.000000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.363167 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ _____/$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ _____/$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ _____/$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ _____/$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ _____/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ _____/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ _____
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ _____/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ _____/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.362168 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.363167 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ _____ /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ Catherine Totty
Printed Name of Taxing Unit Representative

sign here ➧ Catherine Totty
Taxing Unit Representative

07/24/2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

Notice About 2026 Tax Rates

Property Tax Rates in City of Georgetown.

This notice concerns the 2026 property tax rates for City of Georgetown.

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate ..... $0.362168/$100.

This year's voter-approval tax rate ..... $0.363167/$100.

To see the full calculations, please visit https://wilcotx.gov/propertytax for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances.

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
M&O Funds	$0
I&S Funds	$0

Current Year Debt Service.

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment To be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts To be Paid	Total Payment
Other City Facilities	$6,213,811	$3,988,922		$10,202,733
Parks and Recreation	$2,283,150	$1,488,756		$3,771,906
Public Safety	$6,947,250	$3,433,394		$10,380,644
Streets and Transportation	$11,802,100	$9,535,913		$21,338,013

Total required for 2026 debt service	$ 45,693,296
- Amount (if any) paid from funds listed in unencumbered funds	$ 7,212,686
- Amount (if any) paid from other resources	$ 1,250,000
- Excess collections last year	$ 0
= Total to be paid from taxes in 2026	$ 37,230,610
+ Amount added in anticipation that the taxing unit will collect only 100.000000% of its taxes in 2026	$ 0
= Total Debt Levy	$ 37,230,610

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by Catherine Totty, Williamson County Tax Assessor/Collector, 07/31/2026.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Annual Operating Budget FY2027

SUGGESTED ACTION:
Second Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This Ordinance adopts the Annual Budget for fiscal year 2027, including operating and capital expenditures. The proposed budget was presented to City Council on August 11, 2026 following Council workshop on June 23rd. Public Hearings on the 2026 Tax Rate and the 2027 Annual Budget were held on August 25, 2026. The FY2027 Proposed Budget can be found here: https://city-georgetown-tx-cleardoc.cleargov.com/27040/1111741/d

State law requires that the budget be adopted as a record vote, separate from the adoption of the City's tax rate.

FINANCIAL IMPACT:
This ordinance contains the "All-Funds Schedules" that details the 2027 Annual Budget total appropriation of $1,646,676,880.00

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
1 2026 Taxpayer Impact Statement.pdf
2 Budget Ordinance.pdf
3 All Funds Summary Exhibit A.pdf
4 2027 Fleet and IT Exhibit B.pdf
5 Position Control Exhibit C.pdf
6 FY2027 Fiscal and Budgetary Policy - Clean.pdf
7 FY2027 Fiscal and Budgetary Policy - Redline.pdf

CITY OF GEORGETOWN
TAXPAYER IMPACT STATEMENT

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property in the upcoming fiscal year.

The City of Georgetown's proposed FY2027 budget is set to be adopted on August 25 and September 8, 2026.

Under the budget and tax rate for FY2027, the average homeowner (based on the City's 2026 median homestead taxable value of $361,764 provided by the Williamson Central Appraisal District) would pay:

- $20 less than in the current year
- $4 more than under the no-new- revenue rate

	Tax Year 2025	Tax Year 2026 Proposed Rate	Tax Year 2026 No-New-Revenue Rate*
Median Value Homestead Property	377,872	361,764	361,764
City of Georgetown Tax Rate	0.353000	0.363167	0.362168
Estimated Property Tax Bill	$1,334	$1,314	$1,310

** The No-New-revenue Tax Rate, as calculated under Chapter 26 of the Texas Tax Code, may not be capable of funding a balanced budget for the City.*

The estimates in this Impact Statement are valid only for the budget and tax rate that the City Council is considering at its meeting on **August 25, 2026, and September 8, 2026**. If the City Council intends to discuss the budget at a subsequent meeting, the City will include a Taxpayer Impact Statement in the notice for that meeting which will include updated estimates based on any amendments to the budget and tax rate if applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING THE ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN ACCORDANCE WITH CHAPTER 102 OF THE LOCAL GOVERNMENT CODE; APPROPRIATING THE VARIOUS AMOUNTS THEREOF; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed all priorities, goals, and strategies to be included in the Annual Budget for the upcoming fiscal year; and

WHEREAS, the City Council has received the Proposed Budget and a copy of such Proposed Budget, and all supporting schedules have been filed with the City Secretary of the City of Georgetown; and

WHEREAS, in accordance with Section 102.006 of the Texas Local Government Code, a public hearing was held on August 25, 2026, concerning such Proposed Budget, providing an opportunity for all interested taxpayers and citizens to be heard for or against any item or amount therein; and

WHEREAS, the City Council of the City of Georgetown has determined that the Proposed Budget should be approved and adopted as the City's Annual Budget for the ensuing fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, providing a financial plan for the ensuing fiscal year beginning October 1, 2026, and ending September 30, 2027, as submitted to the City Council by the City Manager of said City, and the same is in all things adopted and approved as Exhibit A – All-Funds Summary, incorporated by reference herein.

SECTION 3. The amounts indicated for the following funds are hereby appropriated for payments of expenditures and payments of the individual funds:

Fund	FY2027 Budget
General Fund	126,013,658
Special Revenue Funds	85,942,189
Capital Projects	54,902,680
General Debt Service	53,252,907
Electric Services	230,161,302
Water Services	957,827,708
Other Enterprise Funds	40,469,764
Internal Service Funds	98,106,672
Total Expense	**1,646,676,880**

SECTION 4. Adoption of this ordinance authorizes the City Manager to transfer monies set aside for salary adjustments in the various operating funds to departments as needed for these purposes.

SECTION 5. The City Council hereby approves the appropriation of public funds for the purchase of new and replacement fleet, equipment, and technology related hardware and software as described in Exhibit B, and authorizes the City Manager to execute contracts and documents for those purchases subject to the provisions of Chapter 4.08 of the Code of Ordinances.

SECTION 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 7. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 8. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective in accordance with the City Charter of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 25th day of August, 2026.

PASSED AND APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

Exhibit A

City of Georgetown - ALL FUNDS									
	GOVERNMENTAL FUNDS					PROPRIETARY FUNDS			
	Proposed Budget	General Fund	Special Revenue Funds	Capital Project	General Debt Service	Electric Services	Water Services	Other Enterprise Funds	Internal Service Funds
Beginning Fund Balance	**494,987,595**	**32,282,265**	**113,783,584**	**19,825,818**	**6,112,253**	**112,213,875**	**159,521,099**	**9,356,880**	**41,891,821**
SOURCES AND REVENUE									
Taxes	**146,962,896**	70,012,866	32,169,379	-	44,443,232	12,000	-	325,420	-
Fines and Penalties	**3,622,450**	566,625	54,850	-	-	975,975	1,800,000	165,000	60,000
Investment Income	**45,400,128**	1,396,893	5,267,800	6,987,249	850,000	3,692,418	24,845,833	325,890	2,034,045
Charges for Services	**441,846,135**	22,302,757	4,641,047	1,000,000	-	149,453,426	164,494,885	36,021,971	63,932,049
Other Miscellaneous Revenue	**65,556,958**	526,079	1,942,894	600,000	-	22,247	61,063,250	152,488	1,250,000
Donations and Grants	**56,164,889**	9,243,154	1,822,650	-	-	27,336,431	446,847	1,200,000	16,115,807
Transfers In	**78,124,255**	814,810	90,000	7,000,000	7,161,745	-	55,000,000	-	8,057,700
Transfers In - PILOT	**22,251,479**	22,251,479	-	-	-	-	-	-	-
Loan Proceeds	**111,000,000**	-	-	-	-	-	111,000,000	-	-
Bond Proceeds	**670,941,451**	-	15,453,000	43,902,680	-	59,979,916	548,885,155	2,720,700	-
Bond Premium	**-**	-	-	-	-	-	-	-	-
SOURCES AND REVENUE TOTAL	**1,641,870,642**	**127,114,663**	**61,441,620**	**59,489,929**	**52,454,977**	**241,472,413**	**967,535,970**	**40,911,469**	**91,449,601**
USES AND EXPENSES									
Development and Inspections	**9,563,378**	8,483,281	1,080,097	-	-	-	-	-	-
Community Services & Communications	**3,417,139**	3,307,139	110,000	-	-	-	-	-	-
Employee and Organizational Development	**23,729,333**	-	-	-	-	-	-	-	23,729,333
Engineering	**753,270,574**	-	44,498,779	1,025,000	-	-	703,345,013	-	4,401,782
Public Works	**93,804,312**	9,589,893	7,144,866	32,945,000	-	-	-	36,849,032	7,275,521
Customer Care	**10,823,701**	-	-	-	-	-	-	-	10,823,701
Finance and Administration	**22,321,067**	2,107,400	87,199	-	-	-	-	-	20,126,468
Information Technology	**24,553,981**	-	-	-	-	-	-	-	24,553,981
Economic Development, Tourism, & Library	**19,116,696**	5,657,286	12,658,098	-	-	-	-	-	801,312
Parks and Recreation	**26,579,102**	14,230,938	2,622,164	9,726,000	-	-	-	-	-
Water	**217,426,309**	-	-	-	-	-	217,426,309	-	-
Administrative Services	**153,805,478**	8,025,386	15,752,884	10,956,680	53,252,907	34,800,295	22,170,441	3,620,732	5,226,154
Electric	**212,811,650**	-	1,396,277	-	-	195,361,008	14,885,945	-	1,168,420
Fire	**42,778,969**	42,217,144	561,825	-	-	-	-	-	-
Police	**32,675,192**	32,395,192	30,000	250,000	-	-	-	-	-
USES AND EXPENSES	**1,646,676,880**	**126,013,658**	**85,942,189**	**54,902,680**	**53,252,907**	**230,161,302**	**957,827,708**	**40,469,764**	**98,106,672**
ENDING FUND BALANCE	**490,181,356**	**33,383,270**	**89,283,015**	**24,413,067**	**5,314,323**	**123,524,985**	**169,229,361**	**9,798,585**	**35,234,750**
CONTINGENCY AND RESERVES									
SWIFT Reserve	**2,800,000**	-	-	-	-	-	2,800,000	-	-
Replacement Vehicle Reserve	**6,749,589**	-	-	-	-	4,859,154	-	1,890,435	-
Benefit Payout	**340,000**	340,000	-	-	-	-	-	-	-
Capital Reserve	**18,590,659**	-	5,538,301	-	-	-	-	-	13,052,358
Debt Service Reserve	**12,648,290**	-	7,123,600	-	3,526,770	-	-	1,997,920	-
Revenue Stability Reserve	**7,771,560**	7,771,560	-	-	-	-	-	-	-
IBNR	**1,730,539**	-	-	-	-	-	-	-	1,730,539
Impact Fee Reserve	**81,541,854**	-	-	-	-	-	81,541,854	-	-
MDF Reserve	**1,162,182**	1,162,182	-	-	-	-	-	-	-
Non-Operating Contingency	**42,891,399**	-	-	-	-	12,060,411	30,830,988	-	-
Operating Contingency	**75,074,463**	23,953,438	5,306,385	-	-	9,958,199	21,318,325	2,459,916	12,078,200
Rate Stabilization Reserve	**35,954,052**	-	-	-	-	32,492,974	-	-	3,461,078
Interest Reserve	**8,175,715**	-	-	8,175,715	-	-	-	-	-
TIF Reserve	**1,700,000**	-	-	1,700,000	-	-	-	-	-
TIA Reserve	**1,000,000**	-	-	1,000,000	-	-	-	-	-
CONTINGENCY AND RESERVES TOTAL	**298,130,302**	**33,227,180**	**17,968,286**	**10,875,715**	**3,526,770**	**59,370,738**	**136,491,167**	**6,348,271**	**30,322,175**
AVAILABLE FUND BALANCE									
AVAILABLE FUND BALANCE TOTAL	**192,051,054**	**156,090**	**71,314,729**	**13,537,352**	**1,787,553**	**64,154,247**	**32,738,194**	**3,450,314**	**4,912,575**

City of Georgetown - ALL FUNDS	GOVERNMENTAL FUNDS					PROPRIETARY FUNDS			
	Proposed Budget	General Fund	Special Revenue Funds	Capital Project	General Debt Service	Electric Services	Water Services	Other Enterprise Funds	Internal Service Funds
Beginning Fund Balance	**494,987,595**	**32,282,265**	**113,783,584**	**19,825,818**	**6,112,253**	**112,213,875**	**159,521,099**	**9,356,880**	**41,891,821**
SOURCES AND REVENUE									
Taxes	**146,962,896**	70,012,866	32,169,379	-	44,443,232	12,000	-	325,420	-
Fines and Penalties	**3,622,450**	566,625	54,850	-	-	975,975	1,800,000	165,000	60,000
Investment Income	**45,400,128**	1,396,893	5,267,800	6,987,249	850,000	3,692,418	24,845,833	325,890	2,034,045
Charges for Services	**441,846,135**	22,302,757	4,641,047	1,000,000	-	149,453,426	164,494,885	36,021,971	63,932,049
Other Miscellaneous Revenue	**65,556,958**	526,079	1,942,894	600,000	-	22,247	61,063,250	152,488	1,250,000
Donations and Grants	**56,164,889**	9,243,154	1,822,650	-	-	27,336,431	446,847	1,200,000	16,115,807
Transfers In	**78,124,255**	814,810	90,000	7,000,000	7,161,745	-	55,000,000	-	8,057,700
Transfers In - PILOT	**22,251,479**	22,251,479	-	-	-	-	-	-	-
Loan Proceeds	**111,000,000**	-	-	-	-	-	111,000,000	-	-
Bond Proceeds	**670,941,451**	-	15,453,000	43,902,680	-	59,979,916	548,885,155	2,720,700	-
Bond Premium	**-**	-	-	-	-	-	-	-	-
SOURCES AND REVENUE TOTAL	**1,641,870,642**	**127,114,663**	**61,441,620**	**59,489,929**	**52,454,977**	**241,472,413**	**967,535,970**	**40,911,469**	**91,449,601**
POC									
Personnel	**144,032,630**	82,801,230	782,433	-	-	7,404,724	23,055,271	2,976,545	27,012,428
Operations	**329,326,368**	42,566,946	18,054,979	-	-	115,790,627	70,385,614	27,886,101	54,642,100
Operating Capital	**15,182,997**	431,082	300,350	-	-	-	5,918,493	360,000	8,173,072
CIP Expense	**904,987,367**	-	54,100,000	43,696,000	-	75,050,612	719,873,755	4,495,000	7,772,000
Transfers	**100,375,734**	214,400	11,004,898	7,772,000	-	9,906,695	68,307,247	2,663,422	507,072
Debt Service	**152,771,784**	-	1,699,529	3,434,680	53,252,907	22,008,644	70,287,328	2,088,697	-
POC TOTAL	**1,646,676,880**	**126,013,658**	**85,942,189**	**54,902,680**	**53,252,907**	**230,161,302**	**957,827,708**	**40,469,764**	**98,106,672**
ENDING FUND BALANCE	**490,181,356**	**33,383,270**	**89,283,015**	**24,413,067**	**5,314,323**	**123,524,985**	**169,229,361**	**9,798,585**	**35,234,750**
CONTINGENCY AND RESERVES									
SWIFT Reserve	**2,800,000**	-	-	-	-	-	2,800,000	-	-
Replacement Vehicle Reserve	**6,749,589**	-	-	-	-	4,859,154	-	1,890,435	-
Benefit Payout	**340,000**	340,000	-	-	-	-	-	-	-
Capital Reserve	**18,590,659**	-	5,538,301	-	-	-	-	-	13,052,358
Debt Service Reserve	**12,648,290**	-	7,123,600	-	3,526,770	-	-	1,997,920	-
Revenue Stability Reserve	**7,771,560**	7,771,560	-	-	-	-	-	-	-
IBNR	**1,730,539**	-	-	-	-	-	-	-	1,730,539
Impact Fee Reserve	**81,541,854**	-	-	-	-	-	81,541,854	-	-
MDF Reserve	**1,162,182**	1,162,182	-	-	-	-	-	-	-
Non-Operating Contingency	**42,891,399**	-	-	-	-	12,060,411	30,830,988	-	-
Operating Contingency	**75,074,463**	23,953,438	5,306,385	-	-	9,958,199	21,318,325	2,459,916	12,078,200
Rate Stabilization Reserve	**35,954,052**	-	-	-	-	32,492,974	-	-	3,461,078
Interest Reserve	**8,175,715**	-	-	8,175,715	-	-	-	-	-
TIF Reserve	**1,700,000**	-	-	1,700,000	-	-	-	-	-
TIA Reserve	**1,000,000**	-	-	1,000,000	-	-	-	-	-
CONTINGENCY AND RESERVES TOTAL	**298,130,302**	**33,227,180**	**17,968,286**	**10,875,715**	**3,526,770**	**59,370,738**	**136,491,167**	**6,348,271**	**30,322,175**
AVAILABLE FUND BALANCE									
AVAILABLE FUND BALANCE TOTAL	**192,051,054**	**156,090**	**71,314,729**	**13,537,352**	**1,787,553**	**64,154,247**	**32,738,194**	**3,450,314**	**4,912,575**

Exhibit B

2027 FISCAL YEAR FLEET AND EQUIPMENT REPLACMENT FUNDS

FY27 FLEET REPLACEMENT LIST

Department	Fund	Cost Center	Year	Description	Cost
Systems Engineering	520 - Fleer Services	CC0320 - Fleet	2015	Ford F-150	65,000
Systems Engineering	520 - Fleer Services	CC0320 - Fleet	2016	Ford F-150	65,000
Utility Locates	520 - Fleer Services	CC0320 - Fleet	2021	Toyota RAV4	40,000
Utility Locates	520 - Fleer Services	CC0320 - Fleet	2021	Toyota RAV4	40,000
Utility Billing	520 - Fleer Services	CC0320 - Fleet	2019	Ford F-150	65,000
Utility Billing	520 - Fleer Services	CC0320 - Fleet	2020	Ford Transit Connect	65,000
Streets	520 - Fleer Services	CC0320 - Fleet	2012	Ford F-350	115,000
Streets	520 - Fleer Services	CC0320 - Fleet	2009	Ford DumpTtruck	145,000
Streets	520 - Fleer Services	CC0320 - Fleet	2013	Sakai Roller	150,000
Streets	520 - Fleer Services	CC0320 - Fleet	2013	Ford F-350	110,000
Animal Services	520 - Fleer Services	CC0320 - Fleet	2019	Ford F-250	95,000
Fleet	520 - Fleer Services	CC0320 - Fleet	2010	Tire Machine	30,000
Parks	520 - Fleer Services	CC0320 - Fleet	2018	Ford F-150	65,000
Parks	520 - Fleer Services	CC0320 - Fleet	2016	Ford F-350 Dump Truck	110,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2013	Dump Trailer	20,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2014	Pressure Digger	520,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2016	Hydro Excavator	125,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2011	Utility Trailer	25,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2014	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Water Regulatory	662 - Water Projects	CC0539 - Regulatory Compliance	2015	Ford Escape	40,000
Water Plants	662 - Water Projects	CC0529 - Water Plant Management	2016	Ford F-150	65,000
Water Distribution	662 - Water Projects	CC0528 - Water Distribution	2019	Ford F-350 W/Crane	200,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2019	Ford F-150	80,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2020	Ford F-450	125,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2016	Ford F-150 Upgrade	190,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2020	Ford F-250	80,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2017	Unmarked Vehicle	93,500
Police	520 - Fleer Services	CC0320 - Fleet	2017	Unmarked Vehicle	93,500
Fire	520 - Fleer Services	CC0320 - Fleet	2016	Brush Truck	570,000
Fire	520 - Fleer Services	CC0320 - Fleet	2016	Tender	650,000
Fire	520 - Fleer Services	CC0320 - Fleet	2019	Engine/Pumper	1,600,000
Fire	520 - Fleer Services	CC0320 - Fleet	2022	DODGE/FRAZER TRV MEDI	500,000

2027 FISCAL YEAR FLEET AND EQUIPMENT NEW ADDITIONS

FY27 FLEET NEW ADDITIONS

Department	Fund	Cost Center	Year	Description	Cost
Fire Station 9	120 - General Capital Projects	CC0422 - Fire Operations	2030	Engine/Pumper *	1,600,000
Fire	120 - General Capital Projects	CC0422 - Fire Operations	2027	Quint Apparatus Refurbishing	820,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Patrol Vehicle	125,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Patrol Vehicle	125,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Unmarked Vehicle	95,000
Public Works	520 - Fleet Services	CC0320 - Fleet	2027	Ford F-150	67,000
Systems Engineering	520 - Fleet Services	CC0320 - Fleet	2027	Ford F-150	67,000
Water Operational Tech.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-150	66,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Altec DX-60 Boom Truck	521,500
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Altec Backyard Machine	326,556
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Ford F-150	71,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2027	Ford F-350	120,000
Stormwater	642 - Stormwater Projects	CC0845 - Stormwater Operations	2027	Vac Truck	580,000
Stormwater	642 - Stormwater Projects	CC0845 - Stormwater Operations	2027	Ford F-250 Utility	90,000
Water Operational Tech.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-150	67,000
Water Admin.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-550 W/Crane	232,300
Water Admin.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-550 W/Crane	232,300

*technically new but on the replacement schedule

2027 FISCAL YEAR TECHNOLOGY HARDWARE AND SOFTWARE

Anticipated technology purchases and known cost estimates

Audio-Visual Equipment

Item	Details	Estimated Cost
AV Room Refresh	Planned refresh or emergency replacement needs	$25,000
PSOTC Training Rooms	Training room AV equipment	$175,000
Audio-Visual Total		**$200,000**

Computer Hardware

Item	Details	Estimated Cost
CAD Computer Replacement	Separate computer hardware line item	$40,000
Computer Replacement Cycle	Annual scheduled replacements	$477,000
FY27 Data Center Hardware Lease	FY27 lease cost	$825,000
New Employee Equipment	Equipment for new positions	$100,000
Various CIP Projects	Estimated amount	$100,000
Computer Hardware Total		**$1,542,000**

Network and Infrastructure

Item	Details	Estimated Cost
Airport UPS Replacement	1 UPS	$25,000
Camera Server Replacement	3 servers	$150,000
DR Data Center Batteries	8 batteries	$15,000
Firewall Replacement	High-availability pair	$450,000
Network Switch and Access Point Replacement	20 switches and 50 access points	$250,000
PDU Replacements	15 units	$20,000
Primary Data Center Batteries	4 batteries	$12,000
Network and Infrastructure Total		**$922,000**

Software, Services, and Maintenance

Item	Details	Estimated Cost
Adobe	Annual licensing	$65,000
Akamai Guardicore	Network segmentation	$163,000
Bluebeam	Annual licensing	$25,000
Cisco	Network maintenance and licensing: SmartNet, Webex Contact Center, Meraki, and VoIP	$244,000
CTI AV Service-Level Agreement	Annual support agreement	$30,000
Gartner		$100,000
JIRA		$60,000
Microsoft	Licensing, software, and data center/Azure services	$1,850,000
Palo Alto	Maintenance and Cortex	$250,000
Palo Alto	Firewall maintenance	$200,000
PureSAN	Network storage	$120,000
Radiflow	OT security platform	$200,000
Stewart Organization	Printers and copiers	$145,000
Swagit / Granicus	Annual service	$135,000
TwoConnect	Integration services	$180,000
VMware	Virtualization software	$400,000
VNC	Annual licensing	$8,000
Software, Services, and Maintenance Total		**$4,175,000**

Summary

Category	Estimated Cost
Audio-Visual Equipment	$200,000
Computer Hardware	$1,542,000
Network and Infrastructure	$922,000
Software, Services, and Maintenance	$4,175,000
Known Estimated Total	**$6,839,000**

Exhibit C

Position Control	FY2025 Budget	FY2026 Budget	FY2027 Base Budget	FY2027 Changes	FY2027 Adopted Budget
100 General Fund					
CC0104 Development Administration					
Chief Development Officer	1.00	1.00	1.00		1.00
Development Support Manager	1.00	1.00	1.00		1.00
Management Analyst	-	1.00	1.00		1.00
CC0104 Development Administration Total	**2.00**	**3.00**	**3.00**		**3.00**
CC0105 Development Engineering					
Assistant Director of Utility Services	1.00	1.00	1.00		1.00
Engineering Technician	3.00	3.00	3.00		3.00
Utilities Engineer - Professional Engineer	2.00	3.00	3.00		3.00
Water Utility Engineer	1.00	1.00	1.00		1.00
CC0105 Development Engineering Total	**7.00**	**8.00**	**8.00**		**8.00**
CC0107 Planning					
Assistant Planning Director	1.00	2.00	2.00		2.00
Associate Planner	2.00	2.00	2.00		2.00
Development Account Specialist	1.00	1.00	1.00		1.00
Landscape Planner	1.00	1.00	1.00		1.00
Long Range & Neighborhood Planning Manager	1.00	1.00	1.00		1.00
Management Analyst	1.00	-	-		-
Planner	3.00	3.00	3.00		3.00
Planning Director	1.00	1.00	1.00		1.00
Planning Inspector Liaison	1.00	1.00	1.00		1.00
Planning Specialist	3.00	3.00	3.00		3.00
Preservation & Redevelopment Program Manager	1.00	1.00	1.00		1.00
Principal Planner	1.00	-	-		-
Senior Planner	4.00	3.00	3.00		3.00
CC0107 Planning Total	**21.00**	**19.00**	**19.00**		**19.00**
CC0202 Parks Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Administrative Supervisor	1.00	1.00	1.00		1.00
Assistant Parks & Recreation Director	1.00	1.00	1.00		1.00
Business Analyst	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
Marketing and Community Engagement Program Manager	1.00	1.00	1.00		1.00
Office Specialist	1.00	1.00	1.00		1.00
Parks & Recreation Director	1.00	1.00	1.00		1.00
Parks & Recreation Manager	2.00	2.00	2.00		2.00
Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
CC0202 Parks Administration Total	**11.00**	**11.00**	**11.00**		**11.00**
CC0210 Library					
Assistant Library Services Director	1.00	1.00	1.00		1.00
Circulation Supervisor	1.00	1.00	1.00		1.00
Librarian	4.00	4.00	4.00		4.00
Library Assistant	10.00	10.00	10.00		10.00
Library Security Specialist	1.00	1.00	1.00		1.00
Library Security Supervisor	-	1.00	1.00		1.00
Library Services Director	1.00	1.00	1.00		1.00
Library Support Coordinator	1.00	1.00	1.00		1.00
Marketing Coordinator	1.00	1.00	1.00		1.00
Senior Librarian	4.00	4.00	4.00		4.00
Senior Library Assistant	4.00	4.00	4.00		4.00
CC0210 Library Total	**28.00**	**29.00**	**29.00**		**29.00**
CC0211 Parks					
Parks Maintenance Foreman	2.00	2.00	2.00		2.00
Parks Maintenance Worker	10.00	10.00	10.00		10.00
Parks Superintendent	1.00	1.00	1.00		1.00
Project Manager	1.00	1.00	1.00		1.00
Senior Parks Maintenance Worker	6.00	6.00	6.00		6.00
Urban Forester	1.00	1.00	1.00		1.00
CC0211 Parks Total	**21.00**	**21.00**	**21.00**		**21.00**
CC0212 Recreation					
Aquatics Maintenance Worker	1.00	1.00	1.00		1.00
Aquatics Specialist	2.00	2.00	2.00		2.00
Aquatics Supervisor	1.00	1.00	1.00		1.00
Recreation Assistant	4.00	4.00	4.00		4.00
Recreation Program Coordinator	1.00	1.00	1.00		1.00
Recreation Specialist	4.00	4.00	4.00		4.00
Recreation Superintendent	1.00	1.00	1.00		1.00
Recreation Supervisor	3.00	3.00	3.00		3.00
Senior Recreation Assistant	2.00	2.00	2.00		2.00
Senior Recreation Specialist	1.00	1.00	1.00		1.00
Youth Adventure Program Coordinator	1.00	1.00	1.00		1.00
CC0212 Recreation Total	**21.00**	**21.00**	**21.00**		**21.00**
CC0213 Tennis Center					
Tennis Center Assistant	1.50	1.50	1.50		1.50
Tennis Center Specialist	1.00	1.00	1.00		1.00
Tennis Professional	1.00	1.00	1.00		1.00
CC0213 Tennis Center Total	**3.50**	**3.50**	**3.50**		**3.50**

CC0215 Garey Park					
Event Coordinator	1.00	1.00	1.00		1.00
Parks Maintenance Foreman	1.00	1.00	1.00		1.00
Parks Maintenance Worker	1.00	2.00	2.00		2.00
Recreation Assistant	2.50	2.50	2.50		2.50
Recreation Program Coordinator	1.00	1.00	1.00		1.00
Recreation Specialist	1.00	1.00	1.00		1.00
Senior Parks Maintenance Worker	1.00	1.00	1.00		1.00
CC0215 Garey Park Total	**8.50**	**9.50**	**9.50**		**9.50**
CC0218 Downtown, Arts, & Events					
Arts & Culture Coordinator	1.00	1.00	1.00		1.00
Arts Center Staff	1.00	0.50	0.50		0.50
Downtown and Tourism Director	1.00	1.00	1.00		1.00
Senior Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
CC0218 Downtown, Arts, & Events Total	**5.00**	**4.50**	**4.50**		**4.50**
CC0311 311 - Call Center					
Business Systems Analyst	1.00	1.00	1.00		1.00
Customer Contact Center Manager	1.00	1.00	1.00		1.00
Customer Contact Center Supervisor	1.00	1.00	1.00		1.00
Customer Service Representative	7.00	7.00	7.00		7.00
CC0311 311 - Call Center Total	**10.00**	**10.00**	**10.00**		**10.00**
CC0316 Municipal Court					
Deputy Court Clerk	1.00	2.00	2.00		2.00
Municipal Court Administrator	1.00	1.00	1.00		1.00
Municipal Court Judge	0.50	0.50	0.50		0.50
Municipal Court Supervisor	-	-	-	1.00	1.00
Senior Deputy Court Clerk	2.00	2.00	2.00		2.00
CC0316 Municipal Court Total	**4.50**	**5.50**	**5.50**	**1.00**	**6.50**
CC0402 Fire Support Services/Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Fire Chief	3.00	3.00	3.00		3.00
Battalion Chief	1.00	1.00	1.00		1.00
Business Analyst	1.00	1.00	1.00		1.00
Deputy Fire Marshal	4.00	4.00	4.00		4.00
Executive Assistant (Sup)	1.00	1.00	1.00		1.00
Fire and Life Safety Specialist	6.00	6.00	6.00		6.00
Fire Captain	3.00	3.00	3.00		3.00
Fire Chief	1.00	1.00	1.00		1.00
Fire Marshal	1.00	1.00	1.00		1.00
Fire Protection Engineer	1.00	1.00	1.00		1.00
Logistics Coordinator	2.00	2.00	2.00		2.00
Paramedic II	2.00	1.00	1.00		1.00
Permit Technician	-	-	-	1.00	1.00
EMS Captain	-	1.00	1.00		1.00
CC0402 Fire Support Services/Administration Total	**27.00**	**27.00**	**27.00**	**1.00**	**28.00**
CC0422 Fire Emergency Services					
Battalion Chief	6.00	6.00	6.00		6.00
Fire Captain	24.00	24.00	24.00		24.00
Fire Driver	24.00	24.00	24.00		24.00
Firefighter	60.00	70.00	70.00	6.00	76.00
Paramedic II	4.00	4.00	4.00		4.00
EMS Captain	-	3.00	3.00		3.00
CC0422 Fire Emergency Services Total	**118.00**	**131.00**	**131.00**	**6.00**	**137.00**
CC0448 EMS					
Firefighter	7.00	7.00	7.00		7.00
Paramedic	15.00	15.00	15.00		15.00
Paramedic II	2.00	2.00	2.00		2.00
CC0448 EMS Total	**24.00**	**24.00**	**24.00**		**24.00**
CC0536 Inspection Services					
Assistant Chief Building Official	1.00	1.00	1.00		1.00
Building Inspector	7.00	7.00	7.00		7.00
Building Plans Examiner	5.00	5.00	5.00		5.00
Chief Building Inspector	1.00	1.00	1.00		1.00
Chief Building Official	1.00	1.00	1.00		1.00
Chief Plans Examiner	1.00	1.00	1.00		1.00
Combination Building Inspector	2.00	2.00	2.00		2.00
Permit Technician	4.00	4.00	4.00		4.00
CC0536 Inspection Services Total	**22.00**	**22.00**	**22.00**		**22.00**
CC0602 Administrative Services					
Assistant City Manager	3.00	3.00	3.00		3.00
Assistant to the City Manager	1.00	-	-		-
City Manager	1.00	1.00	1.00		1.00
Executive Assistant	1.00	1.00	1.00		1.00
Executive Assistant	2.00	2.00	2.00		2.00
Intergovernmental Relations Manager	1.00	1.00	1.00		1.00
Mail Courier	1.00	1.00	1.00		1.00
Policy Analyst	-	1.00	1.00		1.00
Special Districts Coordinator	-	1.00	1.00		1.00

Special Districts Program Manager	1.00	1.00	1.00		1.00
Chief Strategy and Innovation Officer	-	1.00	1.00		1.00
CC0602 Administrative Services Total	**11.00**	**13.00**	**13.00**		**13.00**
CC0605 Emergency Management					
Assistant Emergency Management Coordinator	1.00	1.00	1.00		1.00
Emergency Management Coordinator	1.00	1.00	1.00		1.00
Wireless Communications Program Manager	-	1.00	1.00		1.00
CC0605 Emergency Management Total	**2.00**	**3.00**	**3.00**		**3.00**
CC0635 City Secretary Services					
Administrative Assistant	1.00	1.00	1.00		1.00
City Secretary	1.00	1.00	1.00		1.00
Deputy City Secretary	1.00	1.00	1.00		1.00
Open Records Coordinator	1.00	1.00	1.00		1.00
Open Records Multimedia Specialist	1.00	1.00	1.00		1.00
Open Records Program Manager	1.00	1.00	1.00		1.00
Records Management Analyst	1.00	1.00	1.00		1.00
Records Program Manager	1.00	1.00	1.00		1.00
Records Specialist	1.00	1.00	1.00		1.00
CC0635 City Secretary Services Total	**9.00**	**9.00**	**9.00**		**9.00**
CC0638 General Government Contracts					
Overhire - Fire	3.00	3.00	3.00		3.00
Overhire - Police	2.00	2.00	2.00		2.00
CC0638 General Government Contracts Total	**5.00**	**5.00**	**5.00**		**5.00**
CC0655 Communications/Public Engagement					
Communications and Public Engagement Director	1.00	1.00	1.00		1.00
Marketing and Social Media Program Manager	1.00	1.00	1.00		1.00
Marketing Program Coordinator	1.00	1.00	1.00		1.00
Multimedia Specialist	1.00	1.00	1.00		1.00
Public Communications Manager	1.00	1.00	1.00		1.00
Public Engagement Coordinator	1.00	1.00	1.00		1.00
Social Media and Marketing Coordinator	1.00	1.00	1.00		1.00
Website Content Specialist	1.00	1.00	1.00		1.00
CC0655 Communications/Public Engagement Total	**8.00**	**8.00**	**8.00**		**8.00**
CC0702 Police Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Police Chief	1.00	1.00	1.00		1.00
Executive Assistant	1.00	1.00	1.00		1.00
Police Chief	1.00	1.00	1.00		1.00
Public Safety Information Specialist	1.00	1.00	1.00		1.00
CC0702 Police Administration Total	**5.00**	**5.00**	**5.00**		**5.00**
CC0742 Police Operations					
Animal Control Officer	-	-	3.00		3.00
Animal Control Supervisor	-	-	1.00		1.00
Crime Scene Specialist	2.00	2.00	2.00		2.00
Criminal Intelligence Analyst	1.00	1.00	1.00		1.00
Criminal Investigations Detective	2.00	2.00	2.00		2.00
Emergency Communications Manager	1.00	1.00	1.00		1.00
Emergency Communications Operator	7.00	7.00	7.00		7.00
Emergency Communications Operator Trainee	2.00	2.00	2.00		2.00
Emergency Communications Supervisor	4.00	4.00	4.00		4.00
Parking Enforcement Officer	1.00	1.00	1.00		1.00
Police Captain	2.00	2.00	2.00		2.00
Police Lieutenant	9.00	9.00	9.00		9.00
Police Officer	72.00	85.00	85.00	3.00	88.00
Police Records Specialist	3.00	3.00	3.00		3.00
Police Records Supervisor	1.00	1.00	1.00		1.00
Police Sergeant	15.00	15.00	15.00		15.00
Property & Evidence Control Technician	1.00	1.00	1.00		1.00
Public Safety Volunteer Program Coordinator	0.50	0.50	0.50		0.50
Senior Emergency Communications Operator	11.00	11.00	11.00		11.00
Victim Services Coordinator	1.00	1.00	1.00		1.00
Logistics Technician	-	-	-	1.00	1.00
CC0742 Police Operations Total	**135.50**	**148.50**	**152.50**	**4.00**	**156.50**
CC0744 Animal Services					
Animal Care Supervisor	1.00	-	-		-
Animal Control Officer	3.00	3.00	-		-
Animal Control Supervisor	1.00	1.00	-		-
Animal Health Technician	2.00	-	-		-
Animal Services Manager	2.00	-	-		-
Animal Services Marketing Coordinator	2.00	-	-		-
Animal Shelter Technician	1.00	-	-		-
Office Assistant	0.50	-	-		-
Veterinarian	0.50	-	-		-
CC0744 Animal Services Total	**13.00**	**4.00**	**-**		**-**
CC0745 Code Compliance					
Chief Code Enforcement Officer	1.00	1.00	1.00		1.00
Code Compliance Supervisor	1.00	1.00	1.00		1.00
Code Enforcement Officer	4.00	4.00	4.00		4.00
CC0745 Code Compliance Total	**6.00**	**6.00**	**6.00**		**6.00**

CC0802 Public Works					
Administrative Assistant	-	-	-	1.00	1.00
Assistant Public Works Director	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
Project Manager	-	-	-	1.00	1.00
Public Works Director	1.00	1.00	1.00		1.00
CC0802 Public Works Total	**3.00**	**3.00**	**3.00**	**2.00**	**5.00**
CC0846 Streets					
Heavy Equipment Operator	5.00	5.00	5.00		5.00
Light Equipment Operator	9.00	9.00	9.00		9.00
Public Works Operations Asset Program Manager	1.00	1.00	1.00		1.00
Public Works Operations Manager	1.00	1.00	1.00		1.00
Public Works Planner Scheduler	1.00	1.00	1.00		1.00
Sign & Signal Field Technician	6.00	6.00	6.00		6.00
Streets Foreman	3.00	3.00	3.00		3.00
CC0846 Streets Total	**26.00**	**26.00**	**26.00**		**26.00**
CC0847 Transporation Planning					
Public Works Engineer	1.00	1.00	1.00		1.00
Transportation Planning Coordinator	1.00	1.00	1.00		1.00
Transportation Planning Manager	1.00	1.00	1.00		1.00
CC0847 Transporation Planning Total	**3.00**	**3.00**	**3.00**		**3.00**
100 General Fund Total	**560.00**	**582.50**	**582.50**	**14.00**	**596.50**
201 Tourism					
CC0208 CVB					
Art Center Information Specialist	-	-	-	0.50	0.50
Arts & Culture Coordinator	-	1.00	1.00		1.00
Economic Development Program Manager	-	1.00	1.00		1.00
Tourism & CVB Manager	1.00	1.00	1.00		1.00
Tourism Coordinator	2.00	2.00	2.00		2.00
Tourism Coordinator (Sup)	1.00	1.00	1.00		1.00
Visitor Information Specialist	1.50	1.50	1.50		1.50
CC0208 CVB Total	**5.50**	**7.50**	**7.50**	**0.50**	**8.00**
201 Tourism Total	**5.50**	**7.50**	**7.50**	**0.50**	**8.00**
500 Facilities Maintenance Fund					
CC0319 Facilities					
Building Maintenance Technician	4.00	4.00	4.00		4.00
CIP Manager	1.00	1.00	1.00		1.00
Facilities Manager	1.00	1.00	1.00		1.00
Facilities Operations Supervisor	1.00	1.00	1.00		1.00
Facilities Project Manager	1.00	1.00	1.00		1.00
CC0319 Facilities Total	**8.00**	**8.00**	**8.00**		**8.00**
500 Facilities Maintenance Fund Total	**8.00**	**8.00**	**8.00**		**8.00**
520 Fleet Services Fund					
CC0320 Fleet					
Fleet Assistant	1.00	1.00	1.00		1.00
Fleet Services Manager	1.00	1.00	1.00		1.00
Fleet Superintendent	1.00	1.00	1.00		1.00
Lead Mechanic	1.00	1.00	1.00		1.00
Master Mechanic	3.00	4.00	4.00		4.00
Mechanic	3.00	3.00	3.00		3.00
CC0320 Fleet Total	**10.00**	**11.00**	**11.00**		**11.00**
520 Fleet Services Fund Total	**10.00**	**11.00**	**11.00**		**11.00**
540 Joint Service Fund					
CC0302 Finance Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Chief Finance Officer	2.00	2.00	2.00		2.00
Assistant Treasurer	1.00	1.00	1.00		1.00
Budget Manager	1.00	1.00	1.00		1.00
Chief Financial Officer	1.00	1.00	1.00		1.00
Senior Budget Analyst	2.00	2.00	2.00		2.00
Treasurer	1.00	1.00	1.00		1.00
CC0302 Finance Administration Total	**9.00**	**9.00**	**9.00**		**9.00**
CC0315 Accounting					
Accountant	1.00	1.00	1.00	2.00	3.00
Accounting Manager	3.00	1.00	1.00		1.00
Accounting Specialist	3.00	3.00	3.00		3.00
Controller	1.00	1.00	1.00		1.00
ERP Analyst	-	-	-	1.00	1.00
ERP Applications Administrator	1.00	1.00	1.00		1.00
Grant Manager	-	-	-	1.00	1.00
Payroll Specialist	2.00	1.00	1.00		1.00
Senior Accountant	3.00	3.00	3.00		3.00
Senior Accounting Specialist	1.00	1.00	1.00		1.00
Payroll Analyst	-	1.00	1.00		1.00
Accounting Supervisor	-	2.00	2.00		2.00

CC0315 Accounting Total	**15.00**	**15.00**	**15.00**	**4.00**	**19.00**
CC0317 Purchasing					
Buyer	2.00	3.00	3.00		3.00
Purchasing Assistant	1.00	1.00	1.00		1.00
Purchasing Manager	1.00	1.00	1.00		1.00
Senior Buyer	2.00	2.00	2.00	1.00	3.00
CC0317 Purchasing Total	**6.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0318 Warehouse					
Senior Warehouse Worker	2.00	2.00	2.00		2.00
Warehouse Supervisor	1.00	1.00	1.00		1.00
CC0318 Warehouse Total	**3.00**	**3.00**	**3.00**		**3.00**
CC0321 Utility Customer Service					
Customer Care Director	1.00	1.00	1.00		1.00
Customer Care Manager	1.00	1.00	1.00		1.00
Customer Service Representative	13.00	13.00	13.00		13.00
Customer Service Supervisor	1.00	1.00	1.00		1.00
Quality Assurance Coordinator	1.00	1.00	1.00		1.00
CC0321 Utility Customer Service Total	**17.00**	**17.00**	**17.00**		**17.00**
CC0322 Utility Customer Billing					
Billing Analyst	6.00	6.00	6.00		6.00
Billing Manager	1.00	1.00	1.00		1.00
Billing Supervisor	2.00	2.00	2.00		2.00
Customer Service Representative	2.00	2.00	2.00		2.00
Development Account Specialist	3.00	3.00	3.00		3.00
ERP Applications Administrator	1.00	2.00	2.00		2.00
Metering Scheduling Supervisor	1.00	1.00	1.00		1.00
Metering Technician	6.00	7.00	7.00		7.00
Senior Systems Analyst	1.00	1.00	1.00		1.00
CC0322 Utility Customer Billing Total	**23.00**	**25.00**	**25.00**		**25.00**
CC0526 Systems Engineering					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant CIP Manager	3.00	3.00	3.00		3.00
CIP Manager (Sup)	1.00	1.00	1.00		1.00
Contract Coordinator	2.00	2.00	2.00		2.00
Inspection Supervisor	2.00	2.00	2.00		2.00
Project Manager	5.00	5.00	5.00	1.00	6.00
Public Improvement Inspector	3.00	3.00	3.00		3.00
Senior Public Improvement Inspector	5.00	5.00	5.00		5.00
Systems Engineering Director	1.00	1.00	1.00		1.00
Utility Project Manager	1.00	1.00	1.00		1.00
CC0526 Systems Engineering Total	**24.00**	**24.00**	**24.00**	**1.00**	**25.00**
CC0637 Economic Development					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Director of Economic Development	1.00	1.00	1.00		1.00
Economic Development Director	1.00	1.00	1.00		1.00
Economic Development Program Manager	1.00	1.00	1.00		1.00
Special Events & Marketing Coordinator	-	-	-		-
CC0637 Economic Development Total	**4.00**	**4.00**	**4.00**		**4.00**
CC0639 Human Resources					
Assistant Human Resources Director	1.00	1.00	1.00		1.00
Benefits & Wellness Program Administrator	1.00	1.00	1.00		1.00
Benefits Coordinator	1.00	1.00	1.00		1.00
HRIS Analyst	1.00	1.00	1.00		1.00
Human Resources Director	1.00	1.00	1.00		1.00
Human Resources Generalist	3.00	3.00	3.00		3.00
Human Resources Manager	1.00	1.00	1.00		1.00
Human Resources Specialist	2.00	2.00	2.00		2.00
Safety & Risk Coordinator	1.00	1.00	1.00		1.00
Senior Human Resources Generalist	1.00	1.00	1.00		1.00
CC0639 Human Resources Total	**13.00**	**13.00**	**13.00**		**13.00**
CC0654 Legal					
Assistant City Attorney	1.00	1.00	1.00		1.00
Assistant City Attorney II	-	1.00	1.00		1.00
City Attorney	1.00	1.00	1.00		1.00
Legal Assistant	1.00	1.00	1.00		1.00
Legal Program Manager	1.00	1.00	1.00		1.00
Senior Assistant City Attorney	1.00	1.00	1.00		1.00
Senior Assistant City Attorney - Real Estate Services	1.00	1.00	1.00		1.00
CC0654 Legal Total	**6.00**	**7.00**	**7.00**		**7.00**
CC0658 Real Estate Services					
Real Estate Services Coordinator	2.00	2.00	2.00	1.00	3.00
Real Estate Services Manager	2.00	2.00	2.00		2.00
CC0658 Real Estate Services Total	**4.00**	**4.00**	**4.00**	**1.00**	**5.00**
CC0556 Utility Locates					
GIS Analyst II	1.00	1.00	1.00		1.00
Line Locator Supervisor	1.00	1.00	1.00		1.00
Utility Systems Locator	6.00	6.00	6.00		6.00

CC0556 Utility Locates Total	**8.00**	**8.00**	**8.00**		**8.00**
Business Process Analyst	1.00	1.00	1.00		1.00
Learning and Development Coordinator	1.00	1.00	1.00		1.00
Management Analyst	1.00	1.00	1.00		1.00
Organizational Development Manager	1.00	1.00	1.00		1.00
CC0503 Organizational Development Total	**4.00**	**4.00**	**4.00**		**4.00**
540 Joint Service Fund Total	**136.00**	**140.00**	**140.00**	**7.00**	**147.00**
CC0647 IT End User Support					
IT Supervisor	1.00	1.00	1.00		1.00
IT Support Specialist	2.00	1.00	1.00		1.00
Senior IT Support Specialist	2.00	3.00	3.00	1.00	4.00
CC0647 IT End User Support Total	**5.00**	**5.00**	**5.00**	**1.00**	**6.00**
CC0648 IT Fiber					
Fiber Maintenance Coordinator	1.00	1.00	1.00		1.00
IT Supervisor	1.00	1.00	1.00		1.00
CC0648 IT Fiber Total	**2.00**	**2.00**	**2.00**		**2.00**
CC0649 IT Applications					
IT Manager	1.00	1.00	1.00		1.00
IT Supervisor	2.00	2.00	2.00		2.00
Lead Systems Analyst - GIS	3.00	3.00	3.00		3.00
Senior Systems Analyst	4.00	4.00	4.00		4.00
Senior Systems Analyst - GIS	1.00	1.00	1.00		1.00
Systems Analyst	1.00	1.00	1.00		1.00
Systems Analyst - GIS	2.00	2.00	2.00		2.00
CC0649 IT Applications Total	**14.00**	**14.00**	**14.00**		**14.00**
CC0650 IT Public Safety					
IT Manager	1.00	1.00	1.00		1.00
Public Safety Systems Analyst	3.00	3.00	3.00		3.00
CC0650 IT Public Safety Total	**4.00**	**4.00**	**4.00**		**4.00**
CC0651 IT Infrastructure					
IT Manager	1.00	1.00	1.00		1.00
Lead Systems Administrator	1.00	1.00	1.00		1.00
Network Administrator	1.00	1.00	1.00	1.00	2.00
Senior Systems Administrator	2.00	2.00	2.00		2.00
Systems Administrator	2.00	2.00	2.00		2.00
CC0651 IT Infrastructure Total	**7.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0652 IT Management					
Administrative Assistant	-	1.00	1.00		1.00
Assistant IT Director	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
IT Data Architect	1.00	1.00	1.00		1.00
IT Director	1.00	1.00	1.00		1.00
IT Manager	1.00	1.00	1.00		1.00
Lead Cyber Security Analyst	1.00	1.00	1.00		1.00
Lead Systems Analyst	1.00	1.00	1.00		1.00
Senior Cyber Security Analyst	1.00	1.00	1.00		1.00
Senior Systems Analyst	1.00	1.00	1.00		1.00
Web Developer	1.00	1.00	1.00		1.00
CC0652 IT Management Total	**10.00**	**11.00**	**11.00**		**11.00**
570 Information Technology Fund Total	**42.00**	**43.00**	**43.00**	**2.00**	**45.00**
600 Airport Operations					
CC0636 Airport					
Administrative Assistant	-	1.00	1.00		1.00
Airport Attendant	2.00	2.00	2.00		2.00
Airport Business Operations Coordinator	1.00	1.00	1.00		1.00
Airport Maintenance Supervisor	1.00	1.00	1.00		1.00
Airport Maintenance Worker	2.00	2.00	2.00		2.00
Airport Manager	1.00	1.00	1.00		1.00
Airport Operations Manager	1.00	1.00	1.00		1.00
CC0636 Airport Total	**8.00**	**9.00**	**9.00**		**9.00**
600 Airport Operations Total	**8.00**	**9.00**	**9.00**		**9.00**
610 Electric Services					
CC0516 Operational Technology - Electric	**3.00**	**4.00**	**4.00**	**1.00**	**5.00**
CC0520 Customer Energy Solutions	**3.00**	**3.00**	**3.00**		**3.00**
CC0521 Operational Technology - Shared	**7.00**	**7.00**	**7.00**		**7.00**
CC0522 Electric Administration	**10.00**	**10.00**	**10.00**	**1.00**	**11.00**
CC0525 T&D Services	**31.00**	**36.00**	**36.00**	**4.00**	**40.00**
CC0537 Electric Resource Management	**-**	**-**	**-**		**-**
CC0555 Electric Systems Operations	**7.00**	**8.00**	**8.00**	**1.00**	**9.00**

CC0557 Electrical Engineering	**15.00**	**17.00**	**12.00**	**4.00**	**16.00**
CC0558 Engineering Technology	**-**	**1.00**	**6.00**		**6.00**
610 Electric Services Total	**76.00**	**86.00**	**86.00**	**11.00**	**97.00**
630 Solid Waste Fund					
CC0533 Environmental Services					
Environmental Services Coordinator	1.00	1.00	1.00		1.00
Environmental Services Program Manager	1.00	1.00	1.00		1.00
Solid Waste Coordinator	-	1.00	1.00		1.00
CC0533 Environmental Services Total	**2.00**	**3.00**	**3.00**		**3.00**
630 Solid Waste Fund Total	**2.00**	**3.00**	**3.00**		**3.00**
640 Stormwater Services					
CC0843 Stormwater Administration & Regulatory					
Stormwater Inspector	1.00	1.00	1.00	1.00	2.00
Stormwater Scheduler Planner	1.00	1.00	1.00		1.00
Stormwater Administrative and Regulatory Supervisor	1.00	1.00	1.00		1.00
CC0843 Stormwater Administration & Regulatory Total	**3.00**	**3.00**	**3.00**	**1.00**	**4.00**
CC0845 Stormwater Operations					
Drainage Foreman	1.00	1.00	1.00		1.00
GIS Analyst I	1.00	1.00	1.00		1.00
Heavy Equipment Operator	3.00	3.00	3.00		3.00
Light Equipment Operator	5.00	5.00	5.00	3.00	8.00
CC0845 Stormwater Operations Total	**10.00**	**10.00**	**10.00**	**3.00**	**13.00**
640 Stormwater Services Total	**13.00**	**13.00**	**13.00**	**4.00**	**17.00**
660 Water Services					
CC0514 Operational Technology - Water	**6.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0524 Metering Services	**17.00**	**17.00**	**17.00**		**17.00**
CC0527 Water Services Administration	**34.00**	**41.00**	**41.00**		**41.00**
CC0528 Water Distribution	**25.00**	**30.00**	**30.00**		**30.00**
CC0529 Water Plant Management	**24.00**	**24.00**	**24.00**		**24.00**
CC0530 Wastewater Operations	**19.00**	**19.00**	**19.00**		**19.00**
CC0531 Wastewater Plant Management	**18.00**	**20.00**	**20.00**		**20.00**
CC0535 Water Conservation	**10.00**	**13.00**	**13.00**		**13.00**
CC0539 Regulatory Compliance	**7.00**	**9.00**	**9.00**		**9.00**
CC0553 Water Operations	**-**	**-**	**-**		**-**
CC0554 Water Control Center	**8.00**	**14.00**	**14.00**		**14.00**
660 Water Services Total	**168.00**	**194.00**	**194.00**	**1.00**	**195.00**
Grand Total	**1,028.50**	**1,097.00**	**1,097.00**	**39.50**	**1,136.50**

Fiscal and Budgetary Policy

Adopted: September 8, 2026

I. PURPOSE

The City of Georgetown is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the City and its related component units, including the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs.

Policy scope generally spans areas of accounting, operational and capital budgeting, revenue and expenditure management, financial reporting, internal controls, investment and asset management, debt management and forecasting. This is done in order to:

A. Demonstrate to the residents of Georgetown, the investment community, and the bond rating agencies that the City is committed to a strong fiscal operation;

B. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;

C. Fairly present and fully disclose the financial position of the City in conformity to generally accepted accounting principles (GAAP); and

D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies will be reviewed and updated annually as part of the budget preparation process.

II. FUND STRUCTURE AND BASIS OF BUDGETING

The budgeted funds for the City of Georgetown include:

Governmental Funds:

General Fund which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Planning and Development, Police, Fire, and Parks.

Special Revenue Funds (SRF) account for specific revenues that are legally restricted for specified purposes. Examples include Tourism, Parkland Dedication, Library Donations, and Street Maintenance Sales Tax.

Debt Service Fund is used to account for the payment of general long-term debt principal and interest.

Capital Project Funds are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

Proprietary Funds: ***Internal Service Funds*** account for goods or services provided by one internal department to another. The City uses this system to recognize cost for fleet replacement and maintenance, facility maintenance, computer replacement and maintenance and employee health insurance costs.

Enterprise Funds include the City's business like activities: electric, water and wastewater, drainage, solid waste and the airport.

Basis of Accounting and Basis of Budgeting

The City accounts and budgets for all **Governmental Funds** using the *modified accrual basis of accounting*. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which the liabilities are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Exceptions to the modified accrual basis of accounting include:

- Grants, which are considered revenue when awarded, not received
- Principal and interest on long-term debt, which are recognized when paid.

Proprietary Funds are accounted and budgeted using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred regardless of timing or related cash flows. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Exceptions include:

- Depreciation which is not budgeted
- Non-budgeted accruals such as compensated absences.

III. OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The operating budget is the City's annual financial operating plan. The annual budget includes all of the operating departments of the General Fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Form of Government – The *Charter (Section 1.03)* established a Council-Manager Government wherein the City vests power in the City Council to "enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City."

B. Comprehensive Plan – The *Charter (Section 1.08)* requires that the City Council "establish comprehensive planning as a continuous and ongoing governmental function in order to promote and strengthen the existing role, processes and powers of the City of Georgetown." The current comprehensive plan is the 2030 Plan adopted in 2006 and updated in 2020.

C. Preparation – The *Charter (Section 6.02)* requires "a proposed budget prepared by the City Manager and submitted to the City Council at least thirty days prior to the end of the fiscal year. The budget shall be adopted not later than the twenty-seventh day of the last month of the fiscal year. No budget will be adopted or appropriations made unless the total estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations, except otherwise provided."

1. Proposed Budget – A proposed budget shall be prepared by the City Manager with participation of all of the City's Directors within the provision of the *Charter* and the 2030 Plan.

   a. The budget shall include four basic segments for review and evaluation:

      - Revenue
      - Personnel Costs
      - Operations and Maintenance Costs
      - Capital and other non-project Costs

   b. The budget review process will include City Council participation in the development of each segment and allow for resident participation in the process, and will allow for sufficient time to address policy and fiscal issues by the City Council.

   c. A copy of the proposed and approved budgets will be filed with the City Secretary when it is submitted to the City Council and will be available on the City's website.

2. Adoption – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget as amended. The budget will be effective for the fiscal year beginning October 1st.

   The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

D. Balanced Budget – The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to *Section III. C. Preparation* of this policy; until they are used to reduce outstanding debt obligations of the City; or both.

The *Charter (Section 6.04)* requires that an operating deficit created in any fiscal year shall be paid off and discharged during the following year. In practice, deficit has been interpreted to mean City funds as a whole. The City Council may choose from time to time to allow individual funds to have a negative balance as long as Operating Reserve requirements for the City as a whole are maintained.

E. Planning – The budget process will be coordinated so that major policy issues are identified prior to the budget approval date. This will allow City Council adequate time for consideration of appropriate decisions and analysis of financial impacts.

F. Reporting – Summary financial reports will be presented to the City Council quarterly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

G. Control and Accountability – Each Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for revenue collections and compliance with spending limitations. Directors may transfer funds up to $25,000 within the operations and maintenance or capital line items within a departmental budget category with approval from Finance. Cost Center Managers may transfer funds up to $5,000 within the operations and maintenance or capital line items within a cost center with approval from Finance. All transfers from or to the Personnel line items require approval of the Chief Financial Officer and City Manager. All other transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in *Section III.G Budget Amendments* and *Section V.C.4 Use of Excess Salary Savings*.

H. Budget Amendments – The *Charter (Section 6.04)* and the Local Government Code 102.009 and 102.010 provide a method to amend the budget for emergency appropriations and municipal purposes. The City Council may authorize, with a majority plus one vote, an amendment to the original budget. This may be done in cases of grave public necessity, or to meet an unusual and unforeseen condition that was not known at the time the budget was adopted. The following criteria will be used in evaluation of budget amendments:

- Is the request necessary?
- Why was the item not budgeted in the normal budget process?
- Why can't a transfer be done within the Division to remedy the condition?

The Chief Financial Officer must certify availability of revenues or funding sources prior to adoption.

If needed, the City will amend the budget at year end for increased revenue and for expenditures that exceeded budgeted amounts. The City may also amend the budget for any capital project timing adjustments from prior year, as well as any other known adjustments needed and approved at that time.

I. Contingency Appropriations – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset expenditures for unexpected maintenance or other unanticipated expenses that might occur during the year. Currently, the City maintains contingency appropriations for items such as insurance deductibles, unexpected legal expenses and equipment repairs.

The General Fund, General Government Contracts Cost Center, contains a $300,000 appropriation for emergency circumstances. The purpose of this contingency is for use during locally declared disasters as a short-term temporary measure to fund emergency supplies or services until a long-term solution is developed. Since these funds are appropriated, the Council is authorizing the City Manager or Acting City Manager, in partnership with the Finance Division, to approve use of these funds. Whenever possible, the Mayor will be consulted prior to use. Council will be informed of the purpose and circumstances of use within 48 hours. The public will be informed of purpose and use as soon as practically possible. When these funds are used, they should be restored as soon as practically possible from grant reimbursements, additional revenues, one-time expense savings or other appropriate sources.

J. Use of Unanticipated and Unappropriated General Fund Balances – Within 90 days after fiscal year end, staff will report the projected General Fund balance to Council. In the event that unexpected, unbudgeted amounts are determined to be available in the General Fund after year end close, these funds may be used for any of the following one-time purposes that mitigate increases in property taxes, as approved by the City Council:

1. to fund capital projects;

2. to fund equipment purchases in lieu of issuing debt;

3. to reduce outstanding City debt, including bonded indebtedness and unfunded pension liabilities;

4. to fund contingent liabilities such as the benefit payout reserve, and similar obligations of the City;

5. to hold those funds in reserves for future commitments or contingencies that may be pending, and/or;

6. to fund one-time start-up programs or one-time studies.

IV. REVENUE MANAGEMENT

A. Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Simplicity – The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient.

2. Certainty – A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budget.

3. Equity – The City shall make every effort to maintain equity in its revenue system; i.e., the City should seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes, and ensure an on-going return on investment for the City.

   a. The City will make every effort to recognize the benefit that City tax payers contribute to City programs and services.
   b. The Parks and Recreation Department maintains a separate policy on cost recovery goals. This policy will be regularly reviewed and approved by the council.

4. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

5. Realistic and Conservative Estimates – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.

6. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue.

7. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in revenue sources due to factors such as fluctuations in the economy and variations in the weather.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Cost/Benefit of Incentives for Economic Development – The City will use due caution in the analysis of any incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as part of the evaluation.

2. Non-Recurring Revenues – One-time or non-recurring revenues should not be used to finance current ongoing operations.

3. Sustainable Revenues – Sustainable means revenue that is consistently available year after year, and includes revenues realized subsequent to adopted projections.

4. Property Tax Revenues – Annually, the City will forecast property tax revenue as part of the budget process. Certified Assessed Value Reports from the Williamson Central Appraisal District are used to forecast property tax. The City will comply with State law regarding publication notices and Truth in Taxation requirements.

5. Interest Income – Interest earned from investments will be distributed to the funds in accordance with the average daily cash balance of the fund from which the monies were provided to be invested.

6. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every five years on a rotating schedule to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

7. Enterprise Activity Rates – The City will review and adopt utility and airport rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants, and provide for an adequate level of working capital. Enterprise rates will be reviewed annually as part of the budget process. A rate study will be conducted no less than every 3 years to review rate methodology and ensure revenues will meet future needs. All enterprise rates will be based on standardized cost of service methodologies and conservation goals.

   a. **Water Rates** will recognize at least 50% of the identified fixed costs of service, including debt payments and Payment in Lieu of Taxes costs, within the monthly base charge determined by meter size plus 75% with the first customer tier. Volumetric charge will recognize the balance of fixed costs not included in the base rate, plus all variable costs associated with procuring and treating water and enforcing conservation compliance goals.

   b. **Wastewater Rates** are fixed for all residential customers based on the cost of providing services. Commercial customer rates are fixed and volumetric depending on size and specifications of each commercial customer.

   c. **Electric Rates** include 100% of fixed costs within the base rate, and demand rates, with all variable costs included in the kWh rate.

      - The Power Cost Adjustment (PCA) Factor and Transmission Cost Adjustment (TCA) Factor are determined by comparing forecasted costs against actual costs in a budget year, and seek to recover/credit variances within 6 to 12 months.

- The Very Large Commercial & Industrial Energy Rate Rider is used to recover the Utility's net hedging cost for serving very large-load customers with an installed capacity between 10 – 51 MW. The target account balance for the rate rider is 1% of anticipated total revenues from the Very Large Commercial & Industrial customer class. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the Energy Rate Rider, which will be based upon two (2) months of actual power supply costs and six (6) months of forecasted future costs to serve the customers in the Very Large Commercial and Industrial Service class and the cumulative Energy Rate Rider account balance. Changes to the Energy Rate Rider shall have the objective of maintaining a positive cumulative Energy Rate Rider account balance.
- For reference, see Code of Ordinances 13.04.075 and 13.04.080 and 13.04.046.

d. **Stormwater Drainage Fees** are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

e. **Solid Waste and Environmental Services Rates** are based on the wholesale cost of service and retail incentives for conservation, the cost to renovate the transfer station, a return to the General Fund for wear and tear of heavy trucks on City streets, a franchise fee, an administrative allocation for managing the solid waste contract and solid waste departmental programing, and adequate reserves.

f. **Airport Fuel and Lease Rates –** fuel rates are based on the cost of the fuel plus a profit margin to fund operations; lease rates are based on the appraisal of the land or facility plus an escalation for consumer price index and used to fund operations, capital improvement, contingency, and debt service requirements.

8. **Internal Cost Recovery Fees –** Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

a. **General and Administrative Charges** – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures and reviewed annually by the City's external auditors.

b. **Payment for Franchise of Right of Way and Payment in Lieu of Taxes** – The intent of these transfers to the General Fund are to provide a benefit to the citizens for the ownership of the various utility operations.

<u>Water, Wastewater, Irrigation, Solid Waste and Stormwater Drainage</u>

- *In-Lieu-of-Franchise-Fee.* 3% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

- *Payment in Lieu of Taxes (PILOT).* The transfer is calculated at 7% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

<u>Electric</u>

For customers inside the City, the franchise fee is $0.002947/kWh sold. The payment in lieu of taxes for customers inside the City is 7% of gross revenue of the base monthly charge, and $0.007253/kWh sold. For customers outside the City, there is no franchise fee to the City of Georgetown; however, those customers may be subject to franchise fees in the jurisdiction in which they reside. Outside the City customers are charged a payment in lieu of taxes equal to 7% of gross revenue of the base monthly charge, and $0.0102/kWh sold.

9. Revenue Monitoring – Received revenues will be regularly compared to budgeted revenues and variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council.

10. Other Funding Alternatives

When at all possible, the City will research alternative funding opportunities prior to issuing debt or increasing user-related fees.

a. **Grants** – All grant applications must be approved by the City Council prior to being submitted to a granting agency. Prior to submittal to Council, departments will verify that the benefits of the grant exceed the cost of grant administration and will also provide the required grant forms to Finance for review in accordance with the Grant Acquisition, Management, and Compliance Policy. Finance will review and sign the forms which provides detailed information including, but not limited to, the term of the grant, any matching requirements, the resulting operational requirements once the grant is discontinued, and a budget request detailing the line items to be effected, all of which should be included in the Council agenda item packet requesting approval to apply. The City Council must also authorize acceptance of any grant awards received.

b. **Use of Reserve Funds** – The City may authorize the use of reserve funds to potentially delay or eliminate a proposed bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds, or postpone a bond issue until market conditions are more beneficial or timing of the related capital improvements does not correspond with the planned bond issue. Reserve funds used in this manner are replenished upon issuance of the proposed debt.

c. **Developer Contributions** – The City will require developers who negatively impact the City's utility capital plans offset those impacts. These policies are further defined within the City's utility line extension policy and other development regulations.

d. **Leases** – The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

e. **Impact Fees** – The City will impose impact fees as allowable under state law for transportation, water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

f. **Donations** - Donations or endowments received by the City will be processed according to the donations policy approved by City Council. Unless authorized stated in the donations policy or other agreement approved by the City Council, if the City receives a donation or endowment exceeding $100,000, a formal process shall be initiated in which City Council will be notified and

provided with all relevant details regarding the source and intent of the funds. City Council shall then deliberate and provide direction on the appropriate use, allocation, or appropriation of these funds, ensuring alignment with intent of the funds, community priorities, legal requirements, and strategic goals. No expenditure of such funds shall occur without Council's express approval.

V. EXPENDITURE MANAGEMENT

A. Appropriations – The point of budget control is at the department level budget for all funds. The *Charter (Section 6.03)* provides that any transfer of appropriation between funds must be approved by the City Council and that the City Manager, without City Council approval, is authorized to transfer appropriations among departments, within the same operational division and fund.

B. Expenditure Monitoring – Expenditures and encumbrances will be regularly compared to budget, variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council. Projected year-end expenditures will be reported in the annual budget.

C. Personnel Costs – Costs related to salaries and benefits are budgeted at 100% total costs, assuming open positions are filled throughout the fiscal year. New positions that are added during the budget process may have staggered hire dates with appropriate costs reflected in the budget.

1. Vacancy Factor – Major Funds with Personnel Budgets will include a vacancy factor of at least 1% of total fund salaries and related benefits (retirement, FICA, Medicare) to offset salary savings within the budget. The vacancy factor will be budgeted as a negative expense within the fund. This factor will be reduced throughout the year as vacant positions are recognized within the department budget.

   Compliance Status – General Fund, Electric Fund, Water Fund and Joint Services Fund FY2027 in compliance.

2. Benefit Payout Reserve – The City will establish a benefit payout reserve equal to 15% of the accrued benefit liability for employees in the General and Joint Services Funds who are currently eligible to retire. Only terminating employee benefit expenses may be paid from this reserve. This reserve shall be funded as an offset to the vacancy factor.

   Compliance Status – Benefit payout reserve FY2027 in compliance.

3. Position Control – The annual budget includes a set number of positions within departments when approved and adopted by City Council. Additional positions cannot be added without approval of the City Council. The City Manager may approve the transfer of authorized positions between departments if funds are available within the department.

   The City Manager may designate a number of placeholder positions in the position control schedule to be available for use throughout the year to respond to service areas with pressure or unusual hiring environment circumstances. The position control schedule is approved by Council as part of the budget adoption process. The position control schedule and the expense budget will be amended by Council to reflect mid-year changes as soon as practical.

4. Use of Excess Salary Savings – Departmental savings generated due to open positions or othersalary line item savings cannot be spent by the department unless previously approved by the City Manager and validated by Finance as excess funds.

D. **Special Purpose Funding** – In order to support community assistance programs, the City designates specific funding for special purposes, including Strategic Partnerships for Community Services, and Public Art. The City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council.

1. Strategic Partnerships for Community Services – The City of Georgetown values partnerships with organizations that are committed to addressing our communities' greatest public challenges and has identified key partners like the Williamson County Children's Advocacy Center

The City has targeted funding for these partnerships that are determined as a part of the annual budget development process.

Compliance Status – FY2027 in compliance.

D. Public Art Funding – The City may annually allocate up to 15% of Hotel Occupancy Tax funding for Public Art in the Tourism Fund.

Compliance Status – FY2027 in compliance.

Every effort will be made to include public art funding in future City facilities whose primary purpose is for public use. These projects will include a reasonable allowance for public art that fits the scope and purpose of the building so long that it does not negatively impact the project cost beyond the original budget. In the event there is cost savings in the construction of City Facilities, the City Council may consider utilizing that savings on the purchase of public art for the facility.

E. **Purchasing** – The City will maintain and regularly review written Purchasing Policies. All City purchases of goods or services will be made in accordance with the City's Charter, current Purchasing Policy and with State law.

The following table shows a summary of requirements for purchases of goods and services and does not substitute the formal Purchasing Policies.

Dollar Limits:	Procurements:	Requirements:
$3,000 and less	Under the small purchase limit	No competitive bids and City credit cards may be used.
$3,000.01 up to $50,000	Within informal bid limit	No competitive bids; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$50,000.01 up to $100,000	Within informal bid limit	A minimum of three informal solicitation for bids required unless exempted; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$100,001 and above	In excess of the informal bid limit	Formal competitive solicitations, which includes public notices, required unless exempted. Advisory board review and recommendation *may* be required. Council approval required.

Common exemptions to the formal competitive solicitation process include the procurement of professional services, the purchase of goods or services from a sole source provider, and purchases for public health emergencies (Texas Local Government Code 252.022).

In addition to the above, all purchases must be approved according to signature authority limits.

F. Contracts, Change Orders and Amendments – Contracts and related change orders and amendments must follow the City's Purchasing Policies, Authority to Contract ordinance (Chapter 4.08 Code of Ordinances), and State Law. Contract term lengths should balance the need for value as well as the ability to respond to changing conditions.

G. Prompt Payment – In accordance with State Law, all invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

H. Risk Management – The City will pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs.

I. Retirement Benefits – Proposals to revise benefits administered and provided by the Texas Municipal Retirement System shall include a written description and a detailed and summary numerical assessments of the changes that would result from the proposed benefit revision.

1. The numerical assessments shall include the following:

   a. The estimated change to the TMRS contribution rate that would result from the proposed change in benefits, expressed as a percentage of employee pay and as an annual dollar amount to the General Fund and to each City fund.

b. The estimated change to the City's unfunded pension liability, expressed as a dollar amount.

c. The estimated change to the City's actuarial funding ratio.

2. The description and numerical assessments must be provided to the City Council at least 72 hours prior to consideration and approval and must be read aloud to the Council prior to Council consideration.

3. The estimated changes to the City's contribution rate and the unfunded pension liability presented pursuant to the section must be based on information provided by the TMRS actuary or by a professional actuary authorized by the TMRS to provide such information.

4. Proposals to revise TMRS benefits must be voted on individually as part of the City Council's legislative agenda.

5. The City will amortize any unfunded actuarial liability (UAAL) over a period not to exceed the amortization period used by the TMRS actuary. The City may amortize its UAAL more quickly by making contributions to TMRS in excess of the rate specified by TMRS.

6. The City may elect to pay a higher contribution rate than required by the TMRS, to reduce the City's unfunded pension liability. Such payment will be approved and authorized by the City Council as part of the City's annual budget process.

J. Retirement Cost-of-Living Adjustment

1. Within 60 days of when the TMRS annual funding update becomes available each year, staff will review and may prepare a summary of costs and options for potential cost-of-living adjustment (COLA) for City of Georgetown retirees.

2. Consistent with state statutes governing the Texas Municipal Retirement System, the City may provide an automatic COLA for members of the TMRS who are retired from the City of Georgetown and receiving a monthly retirement benefit from the TMRS.

3. The City Council may adjust the COLA provided to city retirees based upon the funding level of the City's pension plan, as calculated by the TMRS, and review of a cost/benefit analysis, as follows:

When the funding level of the City's pension plan is	The COLA should be
Less than 70.0%	Zero
70.0% to 79.9%	0.3% of CPI
80.0% to 89.9%	0.5% of CPI
90.0% and greater	0.7% of CPI

4. Adjustments made pursuant to *Subsection J.3.* should reflect the reciprocal effect of the prospective change in the COLA on the funding level of the City's pension plan.

K. Deferred Compensation Benefits – In addition to the retirement benefit administered by the TMRS, the City will sponsor a Deferred Compensation 457 plan and ROTH plan, which are supplementary individual retirement savings plans. The City will encourage employee participation in these plans.

VI. STAFFING AND COMPENSATION

City Council and Management recognize the importance of attracting, hiring, developing, and retaining the best people, and compensating them for the value they create. Our outstanding and innovative City employees work diligently to bring the Vision of Council to life and deliver exceptional services to our customers while exemplifying our Core Values. The following programs are subject to available funding in the annual operating budget.

A. Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Workload allocation alternatives will be explored before adding additional staff.

B. Competitive Compensation – In order to maintain a competitive pay scale, the City has implemented a *Competitive Employee Compensation Maintenance* Program to address competitive market factors and other issues impacting compensation. The program consists of:

1. Annual Pay Plan Review – To ensure the City's pay system is accurate and competitive within the market, the City will review its pay plans annually for any potential market adjustments necessary to maintain the City's competitive pay plans.

2. Pay for Performance – Each year the City will fund performance-based pay adjustments for regular non-Civil Service personnel. This merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee's most recently completed performance evaluation.

3. Civil Service Steps – Each year the City will fund anniversary step increases for Civil Service personnel consistent with their respective pay scale design.

C. Self-Insurance Program – The City is committed to providing quality healthcare insurance that offers flexibility in health benefits and options to its employees. In order to provide the most cost-effective solution, the City has determined that establishing a self-funded health insurance plan offers the greatest opportunity to mitigate future cost increases while offering quality health care services to its employees. The City has established a mechanism to manage the accounts and payments associated with this program. Per GASB Statement No. 66, such funding should be accounted for as an Internal Service Fund (ISF).

1. Employee Health Insurance ISF – This fund contains premium contributions from employees and budgeted health insurance contributions included in the City's annual budget process. To maintain stable revenue to this fund, and to clearly set expenditure expectations for departments, any budgeted appropriations for employee health insurance that are unused at the end of each fiscal year may be transferred back to the self-insurance fund after a review of financial metrics regarding historical actual trends, forecasts and reserve levels.

2. Self-Insurance Reserves – Annually through the budget process, staff and the City's Health Benefit Consultant firm will evaluate and recommend to Council the appropriate funding levels for two reserves.

   a. Incurred But Not Reported (IBNR) Reserve: In the event the City stopped self-insuring for health benefits and was required to pay incurred costs, the City will reserve no less than 10 percent and no more than 20% of the annual costs of claims, benefit administration and stop loss coverage.

      Compliance Status – IBNR reserve FY2027 in compliance.

   b. Rate Stabilization Reserve: To alleviate shocks to the City and employees due to sharp increases in health insurance costs, the City will reserve between 10 and 20 percent of annual medical claims, benefit administration and stop loss coverage. Staff and the benefits consultant will consider a 3-year forecast on premiums when determining to utilize the funds or rebuild the reserve.

      Compliance Status – Rate stabilization reserve FY2027 in compliance.

3. Employee Premiums – Annual premiums will be recommended to City Council through a collaborative process between the City's Employee Benefit Committee and external Health Benefits consulting firm using historical data, reserves history and other analytic analysis.

VII. FUND BALANCE POLICIES

The City's Fund Balance is the accumulated difference between assets and liabilities within **governmental funds**, and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes and fund non-recurring expenses appropriated by City Council. This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City's Fund Balance will report up to five components:

A. Non-spendable Fund Balance – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets included in this category are prepaid items, inventory and non-financial assets held for resale.
B. Restricted Fund Balance – represents the portion of fund balance that is subject to legal restrictions, such as grants or hotel/motel tax and bond proceeds.
C. Committed Fund Balance – describes the portion of fund balance that is constrained by limitations that the City Council has imposed upon itself, and remains binding unless the City Council removes the limitation.
D. Assigned Fund Balance – is that portion of fund balance that reflects the City's *intended* use of the resource and is established in a less formal method by the City for that designated purpose.
E. Unassigned Fund Balance – represents funds that cannot be properly classified in one of the other four categories.

VIII. LONG-TERM LIABILITY RESERVES

The City of Georgetown recognizes certain long-term unfunded commitments and contingencies that will require substantial funding at some point in the future. The City is committed to addressing these commitments in a

fiscally prudent method by acknowledging their future financial impacts and developing strategies and designated reserve funds to mitigate those future impacts.

A. The Chief Financial Officer will maintain a record of unfunded long-term liabilities through the Annual Comprehensive Financial Report and a record of reserve compliance through this fiscal policy document. Council may consider these unfunded commitments as part of the annual budget development process or mid-year budget amendment process.

IX. BUDGET CONTINGENCY PLAN

This policy is designed to establish general guidelines for managing revenue shortfalls resulting from local and national economic downturns that adversely affect the City's revenue streams.

A. Immediate Action – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:

1. Freeze all new hire and vacant positions except those deemed to be a necessity.
2. Review all planned capital expenditures.
3. Delay all "non-essential" spending or equipment replacement purchases.

The City Manager shall report in a timely manner to the City Council the projected shortfall and the actions taken to resolve it.

B. Further Action – If the actions identified in subsection A are insufficient to offset the projected revenue deficit for the current fiscal year, the City Council may approve the following actions, in the order listed:

1. Apply unspent, unobligated surplus funds from prior fiscal years to fund one-time costs in the current fiscal year budget.
2. Authorize the use of the General Fund Revenue Stability Reserve, contingency reserves, capital reserves or any other reserves appropriate as outlined in the sections XII. CAPITAL MAINTENANCE AND REPLACEMENT and XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS.
3. Direct other reductions in services, including workforce reductions.
4. Authorize a temporary reduction in one or more fund's contingency reserves from 90 days to 75 days.

C. Replenish Fund Balance – Generally, if any existing reserve is used as described above in the budget contingency plan, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places an undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

X. CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City's goal is to maintain City facilities and infrastructure in order to provide excellent services to the customers within the community, meet growth related needs, and comply with all state and federal regulations.

A. Preparation – The City annually updates and adopts a five-year Capital Improvement Program (CIP) schedule as part of the operating budget adoption process. The plan is reviewed and adjusted annually as needed, and year one is adopted as the current year capital budget. The capital budget will include all capital projects, capital resources, and estimated operational impacts.

1. Needed capital improvements are identified through system models, repair and maintenance records and growth demands.

2. A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

3. Citizen involvement and participation will be solicited in formulating the capital budget through master planning processes, board meetings, public hearings and other forums.

4. Capital infrastructure necessary to meet the requirements of the City's Annexation Plan will be identified separately within the CIP plan, so that funding alternatives can be developed if needed.

Prior to Council approval, the following Advisory Boards will review the Capital Projects budget and contracts for expenditures:

Electric Utility Board	Water Utility Board	Parks Advisory Board	Georgetown Transportation Enhancement Corporation (GTEC)
Electric	Water Wastewater	Parks and Recreation	Transportation projects related to economic development

B. Control – All capital project expenditures must be appropriated in the capital budget.

C. Financing Programs – Where applicable, assessments, impact fees, pro rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific identifiable property owners. Debt financing is referenced in *Section XIV. Debt Management* of this document and addresses how capital projects will be funded.

D. Debt will be addressed in Section XIV, but the City strives to balance debt funding with pay as you go funding and will use Council's discretionary funds for projects that qualify.

XI. CAPITAL MAINTENANCE AND REPLACEMENT

The City recognizes that deferred maintenance increases future capital costs. Therefore, a portion of all individual funds with infrastructure should be budgeted each year to maintain the quality within each system.

A. Infrastructure Maintenance — On-going maintenance and major repair costs are included as expense within the departmental operating budgets. These costs are generally considered system repairs and are not capitalized for accounting purposes. They include such items as park and recreation facility repairs, street repair, water line repairs and other general system maintenance.

B. Street Assets and Pavement Condition

The City will continue to hold elections for the Streets Maintenance Sales Tax every four years, as it is the main source of funding for street maintenance activity. The City will utilize the Pavement Condition Index (PCI) and require studies that are operationally logical, timely and feasible to perform adequate maintenance of the assets.

C. Internal Service Funds Capital Maintenance & Replacement – The City currently utilizes internal service funds to maintain and replace existing assets. Assessments are made to other funds for the use of existing equipment and to purchase new equipment. In this way, suitable funds are available for the purchase of operational assets without the issuance of debt.

1. Fleet Maintenance and Replacement – The City has a major investment in its fleet of cars, trucks, tractors, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to the using departments to account for the cost of that replacement. Vehicle maintenance is also allocated in this manner. The targeted asset replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule for cash-funded governmental fund vehicles. Additional available balance above the capital reserve target may be used for one-time expenses, such as capital equipment for the Fleet Shop and costs related to renovating, constructing or expanding the existing Fleet building or a new Fleet related facility.

   Compliance Status – Fleet replacement reserve FY2027 in compliance.

   It is the general policy of the City not to hold back vehicles or equipment from replacement or disposition. Departmental requests to hold back units must be approved by the Fleet Manager and the City Manager.

2. Technology – It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. A reserve will be established within the ISF for replacement of major systems and will be funded over time through excess revenues within the Fund. The targeted amount is the average (1/5th) of the next five years on the replacement schedule. While cash funding is preferred, major IT systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

   Compliance Status – IT replacement reserve FY2027 in compliance.

3. Facilities Maintenance – The City has established an on-going maintenance program, which includes major repairs, equipment, as well as contracts for maintaining City facilities. The City has anticipated a useful life of such equipment and established a means of charging those costs to the various departments in order to recognize the City's continuing costs of maintaining its facilities. Determination for facility repairs is based on useful life of the various elements of each facility. A

proportional cost for each element is expensed within the budget for capital replacement. The targeted replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule.

Compliance Status – Facilities replacement reserve FY2027 compliance.

D. Departmental Capital Maintenance & Replacement – The City also utilizes department capital maintenance and replacement schedules for specialized assets and equipment necessary to provide services.

1. Parks and Recreation – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace playgrounds, equipment and facilities that are part of the City's Parks and Recreation system. Separate replacement and maintenance schedules will be maintained for these items including, but not limited to, playground equipment, buildings, sport courts, trees and grounds, and restroom facilities. The City's goal is to provide level on-going funding to ensure safe, well-maintained facilities for its citizens. The capital equipment replacement schedule will be funded with short-term property-tax backed debt instrument, with term length consistent with useful life of the assets or shorter.

Compliance Status – Parks maintenance replacement FY2027 in compliance.

2. Cemetery Maintenance - The General Fund makes an annual transfer of $75,000 to the cemetery fund to assist with general operations and maintenance activity not covered through cemetery revenues.

3. Public Safety Equipment – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace specialized equipment in Police and Fire. Separate replacement and maintenance schedules will be maintained for these items including but not limited to for Fire: SCBA's and other firefighting equipment and protective gear; and for Police: bullet proof vests, armaments and other tactical equipment. The City's goal is to provide level on-going funding to ensure proper protection for employees and residents. The current funding level is an annual appropriation in the General Fund of $80,000 for Fire and $88,000 for Police.

Compliance Status – Public safety equipment replacement FY2027 in compliance.

E. Surplus Property

1. From time to time it is necessary to dispose of certain vehicles or equipment that have been procured with City funds and used in City services.

City staff will maintain reports and records of all surplus property dispositions in accordance with good internal controls.

XII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting – The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.

B. Audit and Finance Sub-Committee – The City may establish a subcommittee consisting of at least 3 City Council members that may meet quarterly to provide additional strategic oversight to the City's Finance operations. The City's Chief Financial Officer will be the liaison for this subcommittee.

C. Audit of Accounts – In accordance with the *Charter*, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council. The auditing firm will serve for up to 5 years, at which time, the City will re-bid these services and change firms if deemed necessary by Audit and Finance Sub-Committee and City Council.

D. External Reporting – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Annual Financial Report which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The report shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and shall be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

XIII. ASSET MANAGEMENT

A. Cash Management and Investments – The City Council has formally approved a separate Investment Policy for the City of Georgetown that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 and 2257 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City's Annual Financial Report and/or managed by the City. Refer to the separate policy for details regarding:

1. Statement of Cash Management Philosophy
2. Objectives
3. Safekeeping and Custody
4. Standard of Care and Reporting
5. Investment Strategies
6. Authorized Investments and Approved Broker/Dealer List.

B. Fixed Assets – These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

1. Capitalization Criteria – For purposes of budgeting and accounting classification, the following criteria must be met in order to be capitalized:

   a. The asset owned by the City
   b. The expected useful life of the asset must be longer than one year, or extend the life of an identifiable existing asset by more than one year
   c. The original cost of the asset must be at least $5,000
   d. The asset must be tangible, or uniquely intangible like a trademark.

On-going repairs and general maintenance are not capitalized. Public Education and Government (PEG) Funds will capitalize assets in aggregate over $1,000 on an annual basis.

2. New Purchases – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This will include startup costs, engineering or consultant type fees as part of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase. Appropriate personnel and overhead costs are capitalized in the Electric fund.

3. Improvements and Replacement – Improvements will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expensed unless they are a significant nature and meet all the capitalization criteria.

4. Contributed Capital – Infrastructure assets received from developers or as a result of annexation will be recorded as equity contributions when they are received.

5. Distributions Systems – All costs associated with public domain assets, such as streets and utility distribution systems, will be capitalized in accordance with the capitalization policy. Costs should include engineering, construction and other related costs including right of way acquisition. For the Electric Distribution system, all component parts associated with a capital project shall be accounted for and capitalized in accordance with the Federal Energy Regulatory Commission (FERC) guidelines. These are an exception to the capitalization criteria above.

6. Reporting and Inventory – The Finance Division will maintain the permanent records of the City's fixed assets, including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. Periodically, random sampling at the department level will be performed to inventory fixed assets assigned to that department. Responsibility for safeguarding the City's fixed assets lies with the department supervisor or manager whose department has been assigned the asset.

XIV. DEBT MANAGEMENT

The City of Georgetown recognizes the primary purpose of capital facilities is to provide services to the community. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city. The City will seek input on major projects funded with debt via bond elections, master planning exercises, board meetings, budget workshops, and other methods as needed.

A Debt Condition Update report will be provided annually.

A. Usage of Debt – Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

The City may utilize the benefits of short-term debt financing to purchase operating equipment provided the debt doesn't extend past the useful life of the asset and the potential impact to the tax rate is within policy guidelines.

B. Types of Debt

1. General Obligation Bonds (GO's) – General obligation bonds must be authorized by a vote of the citizens of Georgetown. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The City's ad valorem taxing authority backs general obligation bonds. Conditions for issuance of general obligation debt include:

   a. When the project will have a significant impact on the tax rate;

   b. When the project may be controversial even though it is routine in nature; or

   c. When the project falls outside the normal bounds of projects the City has typically done.

For debt programs that include multiple projects that will be issued over multiple years at the discretion of the City Council, the City may present an ***Agreement with the Voters*** to manage future property tax rate impacts. The Agreement with the Voters will be included in educational information for all applicable GO Bond elections and will include a maximum **annual** tax rate increase and a cumulative total per bond authorization maximum tax rate increase. The City will include these impacts in its annual Debt Condition report. Council and staff will strive to achieve terms in the Agreement with the Voters, but in order to sell the bonds in the market for the lowest interest rate and achieve cost of borrowing for the citizens, the City will need to retain the legal ability to set a debt tax rate sufficient to repay the bonds in the event conditions in state law, bond market conditions, and taxable assessed values impact the debt tax rate in ways beyond the City's control.

The City Council will carefully manage the ***unissued GO Bond authorization*** through annual review of related projects to ensure full disclosure on future timing of projects included in the bond package. Timing of authorized projects and related bond issuance will be included in the Annual Budget and published on the City's website. Any changes to this schedule require specific Council authorization.

2. Revenue Bonds – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue, and will generally be limited to no more than twenty (20) years. An exception can be made for plant expansions or related system expansions whose useful life is in excess of 30 years. A cost benefit analysis will be done to fully disclose the impacts of extending debt beyond 20 years.

3. Certificates of Obligation, Contract Obligations (CO's) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise funded by general obligation or revenue bonds, as allowed by state law. Debt service for CO's may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO's when the following conditions are met:

   a. When the proposed debt will have minimal impact on future effective property tax rates;
   b. When the projects to be funded are within the normal bounds of City capital requirements, such as for roads, parks, various infrastructure and City facilities and equipment; and

c. When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; and in cases of an emergency when funds must be procured sooner than the bi-annual timing of the bond election.

Certificates of obligation will be the least preferred method of financing and will be used with prudent care and judgment by the City Council during the budget development process.

4. Self-supporting Certificates of Obligation Debt – Refers to certificates of obligation issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. Both the Airport and Stormwater Drainage funds will issue this type of debt. In addition, the Electric and Water Services Funds can utilize this method of funding non-system capital assets. The City also issues debt on behalf of the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO) whom then pledge 4A and 4B sales tax revenue for the repayment of that debt. Tax Increment Reinvestment Zones also may issue self-supporting debt.

5. Internal borrowing between City Funds – The City Council can authorize use of existing long-term reserves as formal loans between funds. The Council will consider the following circumstances:
    1. The emergency or other circumstances and why an internal loan is the best viable option;
    2. The dollar amount of the loan will be within the core balance reserves of the lending fund and will otherwise not be restricted by local or state regulation;
    3. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be considered an investment of working capital reserves by the lending fund. The interest rate will be comparable to prevailing investment rates for public funds at the time the loan is made; and a fixed, variable or other rate structure will be defined at the time the loan is approved;
    4. The maximum maturity will be three (3) years.
    5. A reimbursement resolution may be used to reimburse a short-term loan (up to 1 year maturity) with long-term debt proceeds;
    6. Formal loans will be appropriately recorded and reported.

6. Refundings – The City Council may refinance debt to achieve interest cost savings as market conditions change, or to remove restrictive covenants, or to further other City goals as expressed by Council. The City's Financial Advisor will prepare refunding analysis for consideration and demonstrate that the savings of the refinancing are greater than the issuance costs to refinance, with a target minimum net present value savings of 3-5%.

7. Other Short-term Borrowing – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCO) which is short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

   In FY2021, the City issued a $48 million PPFCO for the energy costs of Winter Storm Uri. The Council approved a 9.5 year term with a 5 year call option. Because energy costs are an ongoing operating expense, it is the intent of the City to review all options to pay off this debt issue as soon as possible, balanced against rate competitiveness, Electric fund liquidity, and other practical factors.

The City may authorize the issuance of Limited Tax Notes for tax-supported obligations whose issuance timeframe occurs outside of the City's normal bond issuance schedule or for other emergency needs. The Limited Tax Notes must have a maximum maturity of seven years. They may be sold either as public, rated offerings in a competitive or negotiated sale, or they may be privately placed depending on the financing goals of the City and market conditions at the time of sale.
The City may authorize a Note Purchase Agreement for the purposes of establishing a Letter of Credit as collateral to participate in the Electric Reliability Council of Texas (ERCOT) market. Notes would only be delivered under the agreement in the event ERCOT were to draw on the Letter of Credit. Any notes so delivered would be payable from utility revenues and would come due in 90 days after their delivery date.

C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid, private placement or other method. In such situations, the City will publicly present the reasons for the other method. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser. The financial advisor must meet all licensing requirements and comply with all Municipal Securities Rulemaking Board (MSRB) regulations. The City's financial advisor will not act as the underwriter on any City bond issue.

D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. Federal Requirements – The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

1. Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and

2. Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

F. Debt Structuring – The City prefers to issue bonds with a term of twenty (20) years or less, not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments. Exceptions to the 20 year term include debt issues for major system expansions, such as water, sewer or electric plants, in which case the City may issue debt greater than 20 years since the useful life of the asset exceeds 30 years. A cost benefit analysis indicating the impacts of extending debt beyond 20 years will be completed.

Fixed interest rate basis will be preferred because it aids in predictable budget and multi-year forecasting for the issuing funds. Variable rate debt can sometimes allow early repayment with no penalty. Variable rate debt may be considered by the Council as a tool to provide flexibility in setting the tax rate and determine use of one-time available fund balances. The City's Financial Advisor will provide an analysis of the benefits of a variable rate structure versus interest rate risk, remarketing risk, and liquidity risk. Because variable rate debt introduces risk and administrative burden on staff and advisors, the amount of allowed variable rate

debt will be limited to no more than ten percent (10%) of the City's outstanding debt principal per system (tax-supported, utility supported).

G. Utility and Self-Supporting Debt Coverage Ratio – Refers to the number of times all utility supported debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's combined utilities (Electric, Water, and Wastewater).

The City will maintain a minimum debt service coverage ratio of 1.5 times for the utilities as a whole. The bond ordinances allow the City to forego a debt reserve fund for its utility debt if the coverage is maintained at 1.35 times or better. A coverage ratio of 1.0 times will also be required for all funds issuing self-supporting debt (Airport, Stormwater, Solid Waste, GTEC, GEDCO, PID and TIRZ).

Compliance Status – Debt coverage ratio FY2027 in compliance.

H. Bond Reimbursement Resolutions – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve cash to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City's ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits. Currently revenue bonds must be issued within 18 months after an eligible bond funded project is begun.

The total outstanding bond reimbursements may not exceed the total amount of the City's reserve funds.

XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Georgetown will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City. Generally, if any existing reserve is used to cover expenses as described, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

A. Operational Coverage – The City's goal is to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated below.

B. Reserves

1. Citywide Operating Reserve – The City will maintain reserves at a minimum of seventy-five (75) days (20.83%) of net budgeted citywide operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, capital improvements, direct cost for purchased power, debt service, non-operating special revenue funds and payments to third party grant agents. The amount of these funds are allocated within the following operating funds and using the following guidelines to maintain the fund balance, working capital and retained earnings (reserves) of the various operating funds at levels sufficient to protect the City's creditworthiness, as well as, its financial position from unforeseeable emergencies. For asset replacement reserves, see *Section XI. Capital Maintenance and Replacement.*

   Compliance Status – 75 day citywide reserves FY2027 in compliance.

2. General Fund – General Fund reserves will be assigned on the balance sheet. Reserves are allocated as follows:

   a. Contingency Reserve – will equal ninety (90) days, or 25%, of current year budgeted operating expenditures designated for emergency use only.

   Compliance Status – General Fund 90 day Reserve FY2027 in compliance.

   b. Revenue Stability Reserve – will equal up to 10% of current year budgeted operating expenditures. The reserve will be designated to temporarily offset a decline in any General Fund revenue source during the current fiscal year or in planning the future budget year. The reserve may be used when growth in any General Fund revenue source from one fiscal year to the next is below projections. The reserve will be available to support only existing programs approved in a prior fiscal year.

   Compliance Status – General Fund Stability Reserve FY2027 at 8%.

   c. Master Development Fee Reserve – The City collects Master Development Fees as one-time payment for the impact on City services from a large set of residential units in the City's extra-territorial jurisdiction. The City will reserve these fees below line in the General Fund for one-time expenses such as special projects related to development. Eligible expenses include, but are not limited to: planning studies, construction and maintenance of streets, sidewalks, trails, and parks.

3. Tourism Fund – A minimum ninety (90) days of operating expenditures will be reserved within the fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Tourism Fund Operating Reserve FY2027 in compliance.

   Excess revenues or expenditure savings may be reserved for future capital infrastructure, capital equipment, one-time programs and studies, or other appropriate one-time uses eligible for hotel occupancy tax expense.

4. Joint Services Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Joint Services Fund Reserve FY2027 in compliance.

5. Fleet Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Fleet Fund Reserve FY2027 in compliance.

6. Facilities Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Facilities Fund Reserve FY2027 in compliance.

7. Information Technology Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – IT Fund Reserve FY2027 in compliance.

8. Water Services Fund – The Water Fund will maintain the following reserves and assign them on the balance sheet. These reserves are designated to be used to offset potential revenue shortfalls or fund unexpected or emergency expenses that occur during the fiscal year.

   a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, including wholesale water contracts and transfers out, designated for unexpected or emergency use during the fiscal year. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

   Compliance Status – Operating Water Fund Reserve FY2027 in compliance.

   b. Non-Operating Contingency Reserve – to maintain continuity of debt payments, capital projects and to begin recovering from a natural disaster during the lag time of revenue recovery. This reserve will be a minimum of 50% of the annual debt service in each fiscal year.

   Compliance Status – Non-operating Water Fund Reserve FY2027 in compliance.

   c. Impact Fee Reserve – Impact fees are restricted revenues that may be used for eligible capital project and debt payment expenditures. The City conservatively plans for the use of impact fees by reserving all impact fees received in the current budget year, reconciling the impact fee "child" fund after the annual audit is complete, and appropriating received impact fees towards projects or debt service in future fiscal years.

9. Stormwater Drainage Fund – The Stormwater Fund will maintain the following reserves and assign them on the balance sheet:

   a. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Contingency Reserve FY2027 in compliance.

b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

10. Environmental Services Fund – The Environmental Services Fund will maintain the following reserves and assign them on the balance sheet:

c. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

Compliance Status – Contingency Reserve FY2027 in partial compliance. It will take several years to build up this reserve through cost of service rate increases.

d. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

11. Electric Fund – The Electric Fund will maintain the following reserves and assign them on the balance sheet:

a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, designated for unexpected or emergency use during the fiscal year. This reserve excludes purchased power expenses. This reserve includes labor expenses for capital projects. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

Compliance Status – Operating Contingency reserve FY2027 in compliance.

b. Rate Stabilization Reserve – An amount to adequately mitigate the financial risks posed by the wholesale power market, with a target of 4 months (120 days) of the average monthly purchased power costs for the budgeted year. The purpose of this reserve is to protect against energy market exposure and volatility, and to maintain wholesale power contracts and stability until expenses are recovered through revenue generated in the Power Cost Adjustment Factor.

Compliance Status – Rate stabilization reserve FY2027 in compliance.

c. Non-Operating Contingency Reserve – to maintain continuity and begin recovery process from a natural disaster during the lag time of revenue recovery:
   - 1% of historical rate base (total capital assets net of accumulated depreciation)
   - A minimum of 25% of the current year CIP for Ordinary Replacement
   - At least 50% of annual debt service payment

Compliance Status – Non-operating reserve FY2027 in compliance.

d. Uses of Unanticipated and Unappropriated Electric Fund Balances – In the event that fund balance in the Electric Fund exceeds recommended minimum cash as enumerated in the above reserves, the funds may be used for the following purposes as approved by the City Council:
   - Reduce the Power Cost Adjustment

- Reduce outstanding utility debt
- Fund capital projects
- Fund other one-time projects or equipment
- Increase reserves

12. Airport Fund – The Airport Fund will maintain the following reserves and assign them on the balance sheet:
    a. A contingency reserve of ninety (90) days of operating expenses will be maintained in the fund for unforeseen or emergency expenditures. The reserve will represent all operating expenses minus fuel costs and any transfers.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

13. GEDCO Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.
    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

14. GTEC Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

15. Rivery TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

16. Downtown TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

17. General Debt Service Fund – A reserve equal to 30 days of the prior annual debt service requirement, in accordance with IRS guidelines.

    Compliance Status – Debt Fund Reserve FY2027 in compliance.

For all other funds, the fund balance is an indication of the balance of each particular fund at a specific time. The ultimate goal of each such fund is to have expended the fund balance at the conclusion of the activity for which the fund was established.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget.

Funds in excess of the minimum reserves within each fund may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years. This action requires an amendment to the City's Annual Budget and is outlined in *Section III. J. Use of Unanticipated and Unappropriated General Fund Balances.*

B. Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 60 days of service. The Chief Financial Officer is authorized to write-off non-collectible, non-utility accounts that are delinquent for more than 180 days, and utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the Annual Financial Report to the City Council.

C. Capital Project Funds – Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner, preferably within thirty-six (36) months of receipt. Due to the long timeline of some projects, unused cash or bond proceeds will be reserved on the fund schedule and appropriated when needed. The fund balance will be invested, and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be approved for use according to the bond covenant and opinion of bond counsel.

D. Investment of Reserve Funds – The reserve funds will be invested in accordance with the City's investment policy.

E. Ratios Analysis – Ratios and significant balances will be incorporated into the annual bond rating book for the Electric and Water Funds. The following ratios/balances will be used as key financial indicators:

- Revenue Bond Covenant Debt Coverage Ratio
- Rating Agency Days Cash on Hand
- Rating Agency Fixed Cost Coverage Ratio / Coverage of Full Obligations
- Rating Agency Leverage Ratio

The City will develop minimum/maximum levels for the above ratios/balances through analyzing of City historical trends and future projections as part of the cost of service and five-year forecast modeling process.

XVI. RISK MANAGEMENT AND INTERNAL CONTROLS

A. Written Procedures – Wherever possible, written procedures will be established and maintained by the Chief Financial Officer for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. Internal Audit Program – An internal audit program will be maintained by the Chief Financial Officer to ensure compliance with City policies and procedures and to prevent the potential for fraud.

1. Departmental Audits – departmental processes will be reviewed to ensure dual control of City assets and identify the opportunity for fraud potential, as well as, to ensure that departmental internal procedures are documented and updated as needed.

2. Employees or Transaction Review – Programs to be audited include Petty Cash, City Credit Card accounts, time entry, and travel. All discrepancies will be identified, and the employee's Director will be notified. The City Manager will also be notified depending on the seriousness of the infraction.

3. Fraud Awareness and Reporting – The City will maintain its personnel policy regarding fraud. They will maintain an arrangement with a third party for anonymous reporting of fraud, waste, or abuse of City resources. The City will provide training to all City employees on recognizing and reporting fraud.

4. The Chief Financial Officer and City Manager will present an annual audit plan to the Audit and Finance Sub-Committee. Results of all internal audits will be provided to the Sub-Committee and City Council at year-end.

C. Directors Responsibility – Each Director is responsible for ensuring that good internal controls are followed throughout their department, that all Finance Division directives are implemented and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

D. Cybersecurity – The Information Technology department shall regularly assess new forms of security risk and maintain multiple layers of protections and controls to thwart cyber attacks. The City will provide regular cybersecurity awareness training for all employees.

E. Electric Utility Risk – Chapter 13.38 of the City's Code of Ordinances establishes Council's authority to oversee all risk of the Electric utility including Congestion Revenue Rights auctions, wholesale power agreements, futures contracts, and other transactions that expose the City to significant risk.

Fiscal and Budgetary Policy

Adopted: September 89, 20265

I. PURPOSE

The City of Georgetown is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the City and its related component units, including the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs.

Policy scope generally spans areas of accounting, operational and capital budgeting, revenue and expenditure management, financial reporting, internal controls, investment and asset management, debt management and forecasting. This is done in order to:

A. Demonstrate to the residents of Georgetown, the investment community, and the bond rating agencies that the City is committed to a strong fiscal operation;

B. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;

C. Fairly present and fully disclose the financial position of the City in conformity to generally accepted accounting principles (GAAP); and

D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies will be reviewed and updated annually as part of the budget preparation process.

II. FUND STRUCTURE AND BASIS OF BUDGETING

The budgeted funds for the City of Georgetown include:

Governmental Funds:

General Fund which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Planning and Development, Police, Fire, and Parks.

Special Revenue Funds (SRF) account for specific revenues that are legally restricted for specified purposes. Examples include Tourism, Parkland Dedication, Library Donations, and Street Maintenance Sales Tax.

Debt Service Fund is used to account for the payment of general long-term debt principal and interest.

Capital Project Funds are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

Proprietary Funds: ***Internal Service Funds*** account for goods or services provided by one internal department to another. The City uses this system to recognize cost for fleet replacement and maintenance, facility maintenance, computer replacement and maintenance and employee health insurance costs.

Enterprise Funds include the City's business like activities: electric, water and wastewater, drainage, solid waste and the airport.

Basis of Accounting and Basis of Budgeting

The City accounts and budgets for all **Governmental Funds** using the *modified accrual basis of accounting*. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which the liabilities are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Exceptions to the modified accrual basis of accounting include:

- Grants, which are considered revenue when awarded, not received
- Principal and interest on long-term debt, which are recognized when paid.

Proprietary Funds are accounted and budgeted using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred regardless of timing or related cash flows. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Exceptions include:

- Depreciation which is not budgeted
- Non-budgeted accruals such as compensated absences.

III. OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The operating budget is the City's annual financial operating plan. The annual budget includes all of the operating departments of the General Fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Form of Government – The *Charter (Section 1.03)* established a Council-Manager Government wherein the City vests power in the City Council to "enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City."

B. Comprehensive Plan – The *Charter (Section 1.08)* requires that the City Council "establish comprehensive planning as a continuous and ongoing governmental function in order to promote and strengthen the existing role, processes and powers of the City of Georgetown." The current comprehensive plan is the 2030 Plan adopted in 2006 and updated in 2020.

C. Preparation – The *Charter (Section 6.02)* requires "a proposed budget prepared by the City Manager and submitted to the City Council at least thirty days prior to the end of the fiscal year. The budget shall be adopted not later than the twenty-seventh day of the last month of the fiscal year. No budget will be adopted or appropriations made unless the total estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations, except otherwise provided."

1. Proposed Budget – A proposed budget shall be prepared by the City Manager with participation of all of the City's Directors within the provision of the *Charter* and the 2030 Plan.

   a. The budget shall include four basic segments for review and evaluation:

      - Revenue
      - Personnel Costs
      - Operations and Maintenance Costs
      - Capital and other non-project Costs

   b. The budget review process will include City Council participation in the development of each segment and allow for resident participation in the process, and will allow for sufficient time to address policy and fiscal issues by the City Council.

   c. A copy of the proposed and approved budgets will be filed with the City Secretary when it is submitted to the City Council and will be available on the City's website.

2. Adoption – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget as amended. The budget will be effective for the fiscal year beginning October 1st.

   The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

D. Balanced Budget – The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to *Section III. C. Preparation* of this policy; until they are used to reduce outstanding debt obligations of the City; or both.

The *Charter (Section 6.04)* requires that an operating deficit created in any fiscal year shall be paid off and discharged during the following year. In practice, deficit has been interpreted to mean City funds as a whole. The City Council may choose from time to time to allow individual funds to have a negative balance as long as Operating Reserve requirements for the City as a whole are maintained.

E. Planning – The budget process will be coordinated so that major policy issues are identified prior to the budget approval date. This will allow City Council adequate time for consideration of appropriate decisions and analysis of financial impacts.

F. Reporting – Summary financial reports will be presented to the City Council quarterly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

G. Control and Accountability – Each Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for revenue collections and compliance with spending limitations. Directors may transfer funds up to $25,000 within the operations and maintenance or capital line items within a departmental budget category with approval from Finance. Cost Center Managers may transfer funds up to $5,000 within the operations and maintenance or capital line items within a cost center with approval from Finance. All transfers from or to the Personnel line items require approval of the Chief Financial Officer and City Manager. All other transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in *Section III.G Budget Amendments* and *Section V.C.4 Use of Excess Salary Savings*.

H. Budget Amendments – The *Charter (Section 6.04)* and the Local Government Code 102.009 and 102.010 provide a method to amend the budget for emergency appropriations and municipal purposes. The City Council may authorize, with a majority plus one vote, an amendment to the original budget. This may be done in cases of grave public necessity, or to meet an unusual and unforeseen condition that was not known at the time the budget was adopted. The following criteria will be used in evaluation of budget amendments:

- Is the request necessary?
- Why was the item not budgeted in the normal budget process?
- Why can't a transfer be done within the Division to remedy the condition?

The Chief Financial Officer must certify availability of revenues or funding sources prior to adoption.

If needed, the City will amend the budget at year end for increased revenue and for expenditures that exceeded budgeted amounts. The City may also amend the budget for any capital project timing adjustments from prior year, as well as any other known adjustments needed and approved at that time.

I. Contingency Appropriations – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset expenditures for unexpected maintenance or other unanticipated expenses that might occur during the year. Currently, the City maintains contingency appropriations for items such as insurance deductibles, unexpected legal expenses and equipment repairs.

The General Fund, General Government Contracts Cost Center, contains a $300,000 appropriation for emergency circumstances. The purpose of this contingency is for use during locally declared disasters as a short-term temporary measure to fund emergency supplies or services until a long-term solution is developed. Since these funds are appropriated, the Council is authorizing the City Manager or Acting City Manager, in partnership with the Finance Division, to approve use of these funds. Whenever possible, the Mayor will be consulted prior to use. Council will be informed of the purpose and circumstances of use within 48 hours. The public will be informed of purpose and use as soon as practically possible. When these funds are used, they should be restored as soon as practically possible from grant reimbursements, additional revenues, one-time expense savings or other appropriate sources.

J. Use of Unanticipated and Unappropriated General Fund Balances – Within 90 days after fiscal year end, staff will report the projected General Fund balance to Council. In the event that unexpected, unbudgeted amounts are determined to be available in the General Fund after year end close, these funds may be used for any of the following one-time purposes that mitigate increases in property taxes, as approved by the City Council:

1. to fund capital projects;

2. to fund equipment purchases in lieu of issuing debt;

3. to reduce outstanding City debt, including bonded indebtedness and unfunded pension liabilities;

4. to fund contingent liabilities such as the benefit payout reserve, and similar obligations of the City;

5. to hold those funds in reserves for future commitments or contingencies that may be pending, and/or;

6. to fund one-time start-up programs or one-time studies.

IV. REVENUE MANAGEMENT

A. Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Simplicity – The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient.

2. Certainty – A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budget.

3. Equity – The City shall make every effort to maintain equity in its revenue system; i.e., the City should seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes, and ensure an on-going return on investment for the City.

   a. The City will make every effort to recognize the benefit that City tax payers contribute to City programs and services.
   b. The Parks and Recreation Department maintains a separate policy on cost recovery goals. This policy will be regularly reviewed and approved by the council.

4. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

5. Realistic and Conservative Estimates – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.

6. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue.

7. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in revenue sources due to factors such as fluctuations in the economy and variations in the weather.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Cost/Benefit of Incentives for Economic Development – The City will use due caution in the analysis of any incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as part of the evaluation.

2. Non-Recurring Revenues – One-time or non-recurring revenues should not be used to finance current ongoing operations.

3. Sustainable Revenues – Sustainable means revenue that is consistently available year after year, and includes revenues realized subsequent to adopted projections.

4. Property Tax Revenues – Annually, the City will forecast property tax revenue as part of the budget process. Certified Assessed Value Reports from the Williamson Central Appraisal District are used to forecast property tax. The City will comply with State law regarding publication notices and Truth in Taxation requirements.

5. Interest Income – Interest earned from investments will be distributed to the funds in accordance with the average daily cash balance of the fund from which the monies were provided to be invested.

6. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every five years on a rotating schedule to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

7. Enterprise Activity Rates – The City will review and adopt utility and airport rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants, and provide for an adequate level of working capital. Enterprise rates will be reviewed annually as part of the budget process. A rate study will be conducted no less than every 3 years to review rate methodology and ensure revenues will meet future needs. All enterprise rates will be based on standardized cost of service methodologies and conservation goals.

   a. **Water Rates** will recognize at least 50~~65~~% of the identified fixed costs of service, including debt payments and Payment in Lieu of Taxes costs, within the monthly base charge determined by meter size plus 75~~90~~% with the first customer tier. Volumetric charge will recognize the balance of fixed costs not included in the base rate, plus all variable costs associated with procuring and treating water and enforcing conservation compliance goals.

   b. **Wastewater Rates** are fixed for all residential customers based on the cost of providing services. Commercial customer rates are fixed and volumetric depending on size and specifications of each commercial customer.

   c. **Electric Rates** include 100% of fixed costs within the base rate, and demand rates, with all variable costs included in the kWh rate.

      - The Power Cost Adjustment (PCA) Factor and Transmission Cost Adjustment (TCA) Factor are determined by comparing forecasted costs against actual costs in a budget year, and seek to recover/credit variances within 6 to 12 months.

- The Very Large Commercial & Industrial Energy Rate Rider is used to recover the Utility's net hedging cost for serving very large-load customers with an installed capacity between 10 – 51 MW. The target account balance for the rate rider is 1% of anticipated total revenues from the Very Large Commercial & Industrial customer class. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the Energy Rate Rider, which will be based upon two (2) months of actual power supply costs and six (6) months of forecasted future costs to serve the customers in the Very Large Commercial and Industrial Service class and the cumulative Energy Rate Rider account balance. Changes to the Energy Rate Rider shall have the objective of maintaining a positive cumulative Energy Rate Rider account balance.
- For reference, see Code of Ordinances 13.04.075 and 13.04.080 and 13.04.046.

d. **Stormwater Drainage Fees** are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

e. **Solid Waste and Environmental Services Rates** are based on the wholesale cost of service and retail incentives for conservation, the cost to renovate the transfer station, a return to the General Fund for wear and tear of heavy trucks on City streets, a franchise fee, an administrative allocation for managing the solid waste contract and solid waste departmental programing, and adequate reserves.

f. **Airport Fuel and Lease Rates –** fuel rates are based on the cost of the fuel plus a profit margin to fund operations; lease rates are based on the appraisal of the land or facility plus an escalation for consumer price index and used to fund operations, capital improvement, contingency, and debt service requirements.

8. **Internal Cost Recovery Fees –** Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

a. **General and Administrative Charges** – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures and reviewed annually by the City's external auditors.

b. **Payment for Franchise of Right of Way and Payment in Lieu of Taxes** – The intent of these transfers to the General Fund are to provide a benefit to the citizens for the ownership of the various utility operations.

<u>Water, Wastewater, Irrigation, Solid Waste and Stormwater Drainage</u>

- *In-Lieu-of-Franchise-Fee.* 3% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

- *Payment in Lieu of Taxes (PILOT).* The transfer is calculated at 7% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

<u>Electric</u>

For customers inside the City, the franchise fee is $0.002947/kWh sold. The payment in lieu of taxes for customers inside the City is 7% of gross revenue of the base monthly charge, and $0.007253/kWh sold. For customers outside the City, there is no franchise fee to the City of Georgetown; however, those customers may be subject to franchise fees in the jurisdiction in which they reside. Outside the City customers are charged a payment in lieu of taxes equal to 7% of gross revenue of the base monthly charge, and $0.0102/kWh sold.

9. Revenue Monitoring – Received revenues will be regularly compared to budgeted revenues and variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council.

10. Other Funding Alternatives

When at all possible, the City will research alternative funding opportunities prior to issuing debt or increasing user-related fees.

a. **Grants** – All grant applications must be approved by the City Council prior to being submitted to a granting agency. Prior to submittal to Council, departments will verify that the benefits of the grant exceed the cost of grant administration and will also provide the required grant forms to Finance for review in accordance with the Grant Acquisition, Management, and Compliance Policy. Finance will review and sign the forms which provides detailed information including, but not limited to, the term of the grant, any matching requirements, the resulting operational requirements once the grant is discontinued, and a budget request detailing the line items to be effected, all of which should be included in the Council agenda item packet requesting approval to apply. The City Council must also authorize acceptance of any grant awards received.

b. **Use of Reserve Funds** – The City may authorize the use of reserve funds to potentially delay or eliminate a proposed bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds, or postpone a bond issue until market conditions are more beneficial or timing of the related capital improvements does not correspond with the planned bond issue. Reserve funds used in this manner are replenished upon issuance of the proposed debt.

c. **Developer Contributions** – The City will require developers who negatively impact the City's utility capital plans offset those impacts. These policies are further defined within the City's utility line extension policy and other development regulations.

d. **Leases** – The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

e. **Impact Fees** – The City will impose impact fees as allowable under state law for transportation, water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

f. **Donations** - Donations or endowments received by the City will be processed according to the donations policy approved by City Council. Unless authorized stated in the donations policy or other agreement approved by the City Council, if the City receives a donation or endowment exceeding $100,000, a formal process shall be initiated in which City Council will be notified and

provided with all relevant details regarding the source and intent of the funds. City Council shall then deliberate and provide direction on the appropriate use, allocation, or appropriation of these funds, ensuring alignment with intent of the funds, community priorities, legal requirements, and strategic goals. No expenditure of such funds shall occur without Council's express approval.

V. EXPENDITURE MANAGEMENT

A. Appropriations – The point of budget control is at the department level budget for all funds. The *Charter (Section 6.03)* provides that any transfer of appropriation between funds must be approved by the City Council and that the City Manager, without City Council approval, is authorized to transfer appropriations among departments, within the same operational division and fund.

B. Expenditure Monitoring – Expenditures and encumbrances will be regularly compared to budget, variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council. Projected year-end expenditures will be reported in the annual budget.

C. Personnel Costs – Costs related to salaries and benefits are budgeted at 100% total costs, assuming open positions are filled throughout the fiscal year. New positions that are added during the budget process may have staggered hire dates with appropriate costs reflected in the budget.

1. Vacancy Factor – Major Funds with Personnel Budgets will include a vacancy factor of at least 1% of total fund salaries and related benefits (retirement, FICA, Medicare) to offset salary savings within the budget. The vacancy factor will be budgeted as a negative expense within the fund. This factor will be reduced throughout the year as vacant positions are recognized within the department budget.

   Compliance Status – General Fund, Electric Fund, Water Fund and Joint Services Fund FY2027 in compliance.

2. Benefit Payout Reserve – The City will establish a benefit payout reserve equal to 15% of the accrued benefit liability for employees in the General and Joint Services Funds who are currently eligible to retire. Only terminating employee benefit expenses may be paid from this reserve. This reserve shall be funded as an offset to the vacancy factor.

   Compliance Status – Benefit payout reserve FY2027 in compliance.

3. Position Control – The annual budget includes a set number of positions within departments when approved and adopted by City Council. Additional positions cannot be added without approval of the City Council. The City Manager may approve the transfer of authorized positions between departments if funds are available within the department.

   The City Manager may designate a number of placeholder positions in the position control schedule to be available for use throughout the year to respond to service areas with pressure or unusual hiring environment circumstances. The position control schedule is approved by Council as part of the budget adoption process. The position control schedule and the expense budget will be amended by Council to reflect mid-year changes as soon as practical.

4. Use of Excess Salary Savings – Departmental savings generated due to open positions or other salary line item savings cannot be spent by the department unless previously approved by the City Manager and validated by Finance as excess funds.

D. **Special Purpose Funding** – In order to support community assistance programs, the City designates specific funding for special purposes, including Strategic Partnerships for Community Services, and Public Art. The City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council.

1. Strategic Partnerships for Community Services – The City of Georgetown values partnerships with organizations that are committed to addressing our communities' greatest public challenges and has identified key partners like the Williamson County Children's Advocacy Center

The City has targeted funding for these partnerships that are determined as a part of the annual budget development process.

Compliance Status – FY2027 in compliance.

D. Public Art Funding – The City may annually allocate up to 15% of Hotel Occupancy Tax funding for Public Art in the Tourism Fund.

Compliance Status – FY2027 in compliance.

Every effort will be made to include public art funding in future City facilities whose primary purpose is for public use. These projects will include a reasonable allowance for public art that fits the scope and purpose of the building so long that it does not negatively impact the project cost beyond the original budget. In the event there is cost savings in the construction of City Facilities, the City Council may consider utilizing that savings on the purchase of public art for the facility.

E. **Purchasing** – The City will maintain and regularly review written Purchasing Policies. All City purchases of goods or services will be made in accordance with the City's Charter, current Purchasing Policy and with State law.

The following table shows a summary of requirements for purchases of goods and services and does not substitute the formal Purchasing Policies.

Dollar Limits:	Procurements:	Requirements:
$3,000 and less	Under the small purchase limit	No competitive bids and City credit cards may be used.
$3,000.01 up to $50,000	Within informal bid limit	No competitive bids; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$50,000.01 up to $100,000	Within informal bid limit	A minimum of three informal solicitation for bids required unless exempted; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$100,001 and above	In excess of the informal bid limit	Formal competitive solicitations, which includes public notices, required unless exempted. Advisory board review and recommendation *may* be required. Council approval required.

Common exemptions to the formal competitive solicitation process include the procurement of professional services, the purchase of goods or services from a sole source provider, and purchases for public health emergencies (Texas Local Government Code 252.022).

In addition to the above, all purchases must be approved according to signature authority limits.

F. Contracts, Change Orders and Amendments – Contracts and related change orders and amendments must follow the City's Purchasing Policies, Authority to Contract ordinance (Chapter 4.08 Code of Ordinances), and State Law. Contract term lengths should balance the need for value as well as the ability to respond to changing conditions.

G. Prompt Payment – In accordance with State Law, all invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

H. Risk Management – The City will pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs.

I. Retirement Benefits – Proposals to revise benefits administered and provided by the Texas Municipal Retirement System shall include a written description and a detailed and summary numerical assessments of the changes that would result from the proposed benefit revision.

1. The numerical assessments shall include the following:

   a. The estimated change to the TMRS contribution rate that would result from the proposed change in benefits, expressed as a percentage of employee pay and as an annual dollar amount to the General Fund and to each City fund.

b. The estimated change to the City's unfunded pension liability, expressed as a dollar amount.

c. The estimated change to the City's actuarial funding ratio.

2. The description and numerical assessments must be provided to the City Council at least 72 hours prior to consideration and approval and must be read aloud to the Council prior to Council consideration.

3. The estimated changes to the City's contribution rate and the unfunded pension liability presented pursuant to the section must be based on information provided by the TMRS actuary or by a professional actuary authorized by the TMRS to provide such information.

4. Proposals to revise TMRS benefits must be voted on individually as part of the City Council's legislative agenda.

5. The City will amortize any unfunded actuarial liability (UAAL) over a period not to exceed the amortization period used by the TMRS actuary. The City may amortize its UAAL more quickly by making contributions to TMRS in excess of the rate specified by TMRS.

6. The City may elect to pay a higher contribution rate than required by the TMRS, to reduce the City's unfunded pension liability. Such payment will be approved and authorized by the City Council as part of the City's annual budget process.

J. Retirement Cost-of-Living Adjustment

1. Within 60 days of when the TMRS annual funding update becomes available each year, staff will review and may prepare a summary of costs and options for potential cost-of-living adjustment (COLA) for City of Georgetown retirees.

2. Consistent with state statutes governing the Texas Municipal Retirement System, the City may provide an automatic COLA for members of the TMRS who are retired from the City of Georgetown and receiving a monthly retirement benefit from the TMRS.

3. The City Council may adjust the COLA provided to city retirees based upon the funding level of the City's pension plan, as calculated by the TMRS, and review of a cost/benefit analysis, as follows:

When the funding level of the City's pension plan is	The COLA should be
Less than 70.0%	Zero
70.0% to 79.9%	0.3% of CPI
80.0% to 89.9%	0.5% of CPI
90.0% and greater	0.7% of CPI

4. Adjustments made pursuant to *Subsection J.3.* should reflect the reciprocal effect of the prospective change in the COLA on the funding level of the City's pension plan.

K. Deferred Compensation Benefits – In addition to the retirement benefit administered by the TMRS, the City will sponsor a Deferred Compensation 457 plan and ROTH plan, which are supplementary individual retirement savings plans. The City will encourage employee participation in these plans.

VI. STAFFING AND COMPENSATION

City Council and Management recognize the importance of attracting, hiring, developing, and retaining the best people, and compensating them for the value they create. Our outstanding and innovative City employees work diligently to bring the Vision of Council to life and deliver exceptional services to our customers while exemplifying our Core Values. The following programs are subject to available funding in the annual operating budget.

A. Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Workload allocation alternatives will be explored before adding additional staff.

B. Competitive Compensation – In order to maintain a competitive pay scale, the City has implemented a *Competitive Employee Compensation Maintenance* Program to address competitive market factors and other issues impacting compensation. The program consists of:

1. Annual Pay Plan Review – To ensure the City's pay system is accurate and competitive within the market, the City will review its pay plans annually for any potential market adjustments necessary to maintain the City's competitive pay plans.

2. Pay for Performance – Each year the City will fund performance-based pay adjustments for regular non-Civil Service personnel. This merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee's most recently completed performance evaluation.

3. Civil Service Steps – Each year the City will fund anniversary step increases for Civil Service personnel consistent with their respective pay scale design.

C. Self-Insurance Program – The City is committed to providing quality healthcare insurance that offers flexibility in health benefits and options to its employees. In order to provide the most cost-effective solution, the City has determined that establishing a self-funded health insurance plan offers the greatest opportunity to mitigate future cost increases while offering quality health care services to its employees. The City has established a mechanism to manage the accounts and payments associated with this program. Per GASB Statement No. 66, such funding should be accounted for as an Internal Service Fund (ISF).

1. Employee Health Insurance ISF – This fund contains premium contributions from employees and budgeted health insurance contributions included in the City's annual budget process. To maintain stable revenue to this fund, and to clearly set expenditure expectations for departments, any budgeted appropriations for employee health insurance that are unused at the end of each fiscal year may be transferred back to the self-insurance fund after a review of financial metrics regarding historical actual trends, forecasts and reserve levels.

2. Self-Insurance Reserves – Annually through the budget process, staff and the City's Health Benefit Consultant firm will evaluate and recommend to Council the appropriate funding levels for two reserves.

   a. Incurred But Not Reported (IBNR) Reserve: In the event the City stopped self-insuring for health benefits and was required to pay incurred costs, the City will reserve no less than 10 percent and no more than 20% of the annual costs of claims, benefit administration and stop loss coverage.

      Compliance Status – IBNR reserve FY2027 in compliance.

   b. Rate Stabilization Reserve: To alleviate shocks to the City and employees due to sharp increases in health insurance costs, the City will reserve between 10 and 20 percent of annual medical claims, benefit administration and stop loss coverage. Staff and the benefits consultant will consider a 3-year forecast on premiums when determining to utilize the funds or rebuild the reserve.

      Compliance Status – Rate stabilization reserve FY2027 in compliance.

3. Employee Premiums – Annual premiums will be recommended to City Council through a collaborative process between the City's Employee Benefit Committee and external Health Benefits consulting firm using historical data, reserves history and other analytic analysis.

VII. FUND BALANCE POLICIES

The City's Fund Balance is the accumulated difference between assets and liabilities within **governmental funds**, and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes and fund non-recurring expenses appropriated by City Council. This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City's Fund Balance will report up to five components:

A. Non-spendable Fund Balance – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets included in this category are prepaid items, inventory and non-financial assets held for resale.
B. Restricted Fund Balance – represents the portion of fund balance that is subject to legal restrictions, such as grants or hotel/motel tax and bond proceeds.
C. Committed Fund Balance – describes the portion of fund balance that is constrained by limitations that the City Council has imposed upon itself, and remains binding unless the City Council removes the limitation.
D. Assigned Fund Balance – is that portion of fund balance that reflects the City's *intended* use of the resource and is established in a less formal method by the City for that designated purpose.
E. Unassigned Fund Balance – represents funds that cannot be properly classified in one of the other four categories.

VIII. LONG-TERM LIABILITY RESERVES

The City of Georgetown recognizes certain long-term unfunded commitments and contingencies that will require substantial funding at some point in the future. The City is committed to addressing these commitments in a

fiscally prudent method by acknowledging their future financial impacts and developing strategies and designated reserve funds to mitigate those future impacts.

A. The Chief Financial Officer will maintain a record of unfunded long-term liabilities through the Annual Comprehensive Financial Report and a record of reserve compliance through this fiscal policy document. Council may consider these unfunded commitments as part of the annual budget development process or mid-year budget amendment process.

IX. BUDGET CONTINGENCY PLAN

This policy is designed to establish general guidelines for managing revenue shortfalls resulting from local and national economic downturns that adversely affect the City's revenue streams.

A. Immediate Action – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:

1. Freeze all new hire and vacant positions except those deemed to be a necessity.
2. Review all planned capital expenditures.
3. Delay all "non-essential" spending or equipment replacement purchases.

The City Manager shall report in a timely manner to the City Council the projected shortfall and the actions taken to resolve it.

B. Further Action – If the actions identified in subsection A are insufficient to offset the projected revenue deficit for the current fiscal year, the City Council may approve the following actions, in the order listed:

1. Apply unspent, unobligated surplus funds from prior fiscal years to fund one-time costs in the current fiscal year budget.
2. Authorize the use of the General Fund Revenue~~Economic~~ Stability Reserve, contingency reserves, capital reserves or any other reserves appropriate as outlined in the sections XII. CAPITAL MAINTENANCE AND REPLACEMENT and XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS.
3. Direct other reductions in services, including workforce reductions.
4. Authorize a temporary reduction in one or more fund's contingency reserves from 90 days to 75 days.

C. Replenish Fund Balance – Generally, if any existing reserve is used as described above in the budget contingency plan, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places an undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

X. CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City's goal is to maintain City facilities and infrastructure in order to provide excellent services to the customers within the community, meet growth related needs, and comply with all state and federal regulations.

A. Preparation – The City annually updates and adopts a five-year Capital Improvement Program (CIP) schedule as part of the operating budget adoption process. The plan is reviewed and adjusted annually as needed, and year one is adopted as the current year capital budget. The capital budget will include all capital projects, capital resources, and estimated operational impacts.

1. Needed capital improvements are identified through system models, repair and maintenance records and growth demands.

2. A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

3. Citizen involvement and participation will be solicited in formulating the capital budget through master planning processes, board meetings, public hearings and other forums.

4. Capital infrastructure necessary to meet the requirements of the City's Annexation Plan will be identified separately within the CIP plan, so that funding alternatives can be developed if needed.

Prior to Council approval, the following Advisory Boards will review the Capital Projects budget and contracts for expenditures:

Electric Utility Board	Water Utility Board	Parks Advisory Board	Georgetown Transportation Enhancement Corporation (GTEC)
Electric	Water Wastewater	Parks and Recreation	Transportation projects related to economic development

B. Control – All capital project expenditures must be appropriated in the capital budget.

C. Financing Programs – Where applicable, assessments, impact fees, pro rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific identifiable property owners. Debt financing is referenced in *Section XIV. Debt Management* of this document and addresses how capital projects will be funded.

D. Debt will be addressed in Section XIV, but the City strives to balance debt funding with pay as you go funding and will use Council's discretionary funds for projects that qualify.

XI. CAPITAL MAINTENANCE AND REPLACEMENT

The City recognizes that deferred maintenance increases future capital costs. Therefore, a portion of all individual funds with infrastructure should be budgeted each year to maintain the quality within each system.

A. Infrastructure Maintenance — On-going maintenance and major repair costs are included as expense within the departmental operating budgets. These costs are generally considered system repairs and are not capitalized for accounting purposes. They include such items as park and recreation facility repairs, street repair, water line repairs and other general system maintenance.

B. Street Assets and Pavement Condition

The City will continue to hold elections for the Streets Maintenance Sales Tax every four years, as it is the main source of funding for street maintenance activity. The City will utilize the Pavement Condition Index (PCI) and require studies that are operationally logical, timely and feasible to perform adequate maintenance of the assets.

C. Internal Service Funds Capital Maintenance & Replacement – The City currently utilizes internal service funds to maintain and replace existing assets. Assessments are made to other funds for the use of existing equipment and to purchase new equipment. In this way, suitable funds are available for the purchase of operational assets without the issuance of debt.

1. Fleet Maintenance and Replacement – The City has a major investment in its fleet of cars, trucks, tractors, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to the using departments to account for the cost of that replacement. Vehicle maintenance is also allocated in this manner. The targeted asset replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule for cash-funded governmental fund vehicles. Additional available balance above the capital reserve target may be used for one-time expenses, such as capital equipment for the Fleet Shop and costs related to renovating, constructing or expanding the existing Fleet building or a new Fleet related facility.

   Compliance Status – Fleet replacement reserve FY2027 in compliance.

   It is the general policy of the City not to hold back vehicles or equipment from replacement or disposition. Departmental requests to hold back units must be approved by the Fleet Manager and the City Manager.

2. Technology – It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. A reserve will be established within the ISF for replacement of major systems and will be funded over time through excess revenues within the Fund. The targeted amount is the average (1/5th) of the next five years on the replacement schedule. While cash funding is preferred, major IT systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

   Compliance Status – IT replacement reserve FY2027 in compliance.

3. Facilities Maintenance – The City has established an on-going maintenance program, which includes major repairs, equipment, as well as contracts for maintaining City facilities. The City has anticipated a useful life of such equipment and established a means of charging those costs to the various departments in order to recognize the City's continuing costs of maintaining its facilities. Determination for facility repairs is based on useful life of the various elements of each facility. A

proportional cost for each element is expensed within the budget for capital replacement. The targeted replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule.

Compliance Status – Facilities replacement reserve FY2027 compliance.

D. Departmental Capital Maintenance & Replacement – The City also utilizes department capital maintenance and replacement schedules for specialized assets and equipment necessary to provide services.

1. Parks and Recreation – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace playgrounds, equipment and facilities that are part of the City's Parks and Recreation system. Separate replacement and maintenance schedules will be maintained for these items including, but not limited to, playground equipment, buildings, sport courts, trees and grounds, and restroom facilities. The City's goal is to provide level on-going funding to ensure safe, well-maintained facilities for its citizens. The capital equipment replacement schedule will be funded with short-term property-tax backed debt instrument, with term length consistent with useful life of the assets or shorter.

Compliance Status – Parks maintenance replacement FY2027 in compliance.

2. Cemetery Maintenance - The General Fund makes an annual transfer of $75,000 to the cemetery fund to assist with general operations and maintenance activity not covered through cemetery revenues.

3. Public Safety Equipment – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace specialized equipment in Police and Fire. Separate replacement and maintenance schedules will be maintained for these items including but not limited to for Fire: SCBA's and other firefighting equipment and protective gear; and for Police: bullet proof vests, armaments and other tactical equipment. The City's goal is to provide level on-going funding to ensure proper protection for employees and residents. The current funding level is an annual appropriation in the General Fund of $80,000 for Fire and $88,000 for Police.

Compliance Status – Public safety equipment replacement FY2027 in compliance.

E. Surplus Property

1. From time to time it is necessary to dispose of certain vehicles or equipment that have been procured with City funds and used in City services.

City staff will maintain reports and records of all surplus property dispositions in accordance with good internal controls.

XII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting – The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.

B. Audit and Finance Sub-Committee – The City may establish a subcommittee consisting of at least 3 City Council members that may meet quarterly to provide additional strategic oversight to the City's Finance operations. The City's Chief Financial Officer will be the liaison for this subcommittee.

C. Audit of Accounts – In accordance with the *Charter*, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council. The auditing firm will serve for up to 5 years, at which time, the City will re-bid these services and change firms if deemed necessary by Audit and Finance Sub-Committee and City Council.

D. External Reporting – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Annual Financial Report which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The report shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and shall be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

XIII. ASSET MANAGEMENT

A. Cash Management and Investments – The City Council has formally approved a separate Investment Policy for the City of Georgetown that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 and 2257 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City's Annual Financial Report and/or managed by the City. Refer to the separate policy for details regarding:

1. Statement of Cash Management Philosophy
2. Objectives
3. Safekeeping and Custody
4. Standard of Care and Reporting
5. Investment Strategies
6. Authorized Investments and Approved Broker/Dealer List.

B. Fixed Assets – These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

1. Capitalization Criteria – For purposes of budgeting and accounting classification, the following criteria must be met in order to be capitalized:

   a. The asset owned by the City
   b. The expected useful life of the asset must be longer than one year, or extend the life of an identifiable existing asset by more than one year
   c. The original cost of the asset must be at least $5,000
   d. The asset must be tangible, or uniquely intangible like a trademark.

On-going repairs and general maintenance are not capitalized. Public Education and Government (PEG) Funds will capitalize assets in aggregate over $1,000 on an annual basis.

2. New Purchases – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This will include startup costs, engineering or consultant type fees as part of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase. Appropriate personnel and overhead costs are capitalized in the Electric fund.

3. Improvements and Replacement – Improvements will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expensed unless they are a significant nature and meet all the capitalization criteria.

4. Contributed Capital – Infrastructure assets received from developers or as a result of annexation will be recorded as equity contributions when they are received.

5. Distributions Systems – All costs associated with public domain assets, such as streets and utility distribution systems, will be capitalized in accordance with the capitalization policy. Costs should include engineering, construction and other related costs including right of way acquisition. For the Electric Distribution system, all component parts associated with a capital project shall be accounted for and capitalized in accordance with the Federal Energy Regulatory Commission (FERC) guidelines. These are an exception to the capitalization criteria above.

6. Reporting and Inventory – The Finance Division will maintain the permanent records of the City's fixed assets, including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. Periodically, random sampling at the department level will be performed to inventory fixed assets assigned to that department. Responsibility for safeguarding the City's fixed assets lies with the department supervisor or manager whose department has been assigned the asset.

XIV. DEBT MANAGEMENT

The City of Georgetown recognizes the primary purpose of capital facilities is to provide services to the community. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city. The City will seek input on major projects funded with debt via bond elections, master planning exercises, board meetings, budget workshops, and other methods as needed.

A Debt Condition Update report will be provided annually.

A. Usage of Debt – Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

The City may utilize the benefits of short-term debt financing to purchase operating equipment provided the debt doesn't extend past the useful life of the asset and the potential impact to the tax rate is within policy guidelines.

B. Types of Debt

1. General Obligation Bonds (GO's) – General obligation bonds must be authorized by a vote of the citizens of Georgetown. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The City's ad valorem taxing authority backs general obligation bonds. Conditions for issuance of general obligation debt include:

   a. When the project will have a significant impact on the tax rate;

   b. When the project may be controversial even though it is routine in nature; or

   c. When the project falls outside the normal bounds of projects the City has typically done.

For debt programs that include multiple projects that will be issued over multiple years at the discretion of the City Council, the City may present an ***Agreement with the Voters*** to manage future property tax rate impacts. The Agreement with the Voters will be included in educational information for all applicable GO Bond elections and will include a maximum **annual** tax rate increase and a cumulative total per bond authorization maximum tax rate increase. The City will include these impacts in its annual Debt Condition report. Council and staff will strive to achieve terms in the Agreement with the Voters, but in order to sell the bonds in the market for the lowest interest rate and achieve cost of borrowing for the citizens, the City will need to retain the legal ability to set a debt tax rate sufficient to repay the bonds in the event conditions in state law, bond market conditions, and taxable assessed values impact the debt tax rate in ways beyond the City's control.

The City Council will carefully manage the ***unissued GO Bond authorization*** through annual review of related projects to ensure full disclosure on future timing of projects included in the bond package. Timing of authorized projects and related bond issuance will be included in the Annual Budget and published on the City's website. Any changes to this schedule require specific Council authorization.

2. Revenue Bonds – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue, and will generally be limited to no more than twenty (20) years. An exception can be made for plant expansions or related system expansions whose useful life is in excess of 30 years. A cost benefit analysis will be done to fully disclose the impacts of extending debt beyond 20 years.

3. Certificates of Obligation, Contract Obligations (CO's) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise funded by general obligation or revenue bonds, as allowed by state law. Debt service for CO's may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO's when the following conditions are met:

   a. When the proposed debt will have minimal impact on future effective property tax rates;
   b. When the projects to be funded are within the normal bounds of City capital requirements, such as for roads, parks, various infrastructure and City facilities and equipment; and

c. When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; and in cases of an emergency when funds must be procured sooner than the bi-annual timing of the bond election.

Certificates of obligation will be the least preferred method of financing and will be used with prudent care and judgment by the City Council during the budget development process.

4. Self-supporting Certificates of Obligation Debt – Refers to certificates of obligation issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. Both the Airport and Stormwater Drainage funds will issue this type of debt. In addition, the Electric and Water Services Funds can utilize this method of funding non-system capital assets. The City also issues debt on behalf of the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO) whom then pledge 4A and 4B sales tax revenue for the repayment of that debt. Tax Increment Reinvestment Zones also may issue self-supporting debt.

5. Internal borrowing between City Funds – The City Council can authorize use of existing long-term reserves as formal loans between funds. The Council will consider the following circumstances:
    1. The emergency or other circumstances and why an internal loan is the best viable option;
    2. The dollar amount of the loan will be within the core balance reserves of the lending fund and will otherwise not be restricted by local or state regulation;
    3. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be considered an investment of working capital reserves by the lending fund. The interest rate will be comparable to prevailing investment rates for public funds at the time the loan is made; and a fixed, variable or other rate structure will be defined at the time the loan is approved;
    4. The maximum maturity will be three (3) years.
    5. A reimbursement resolution may be used to reimburse a short-term loan (up to 1 year maturity) with long-term debt proceeds;
    6. Formal loans will be appropriately recorded and reported.

6. Refundings – The City Council may refinance debt to achieve interest cost savings as market conditions change, or to remove restrictive covenants, or to further other City goals as expressed by Council. The City's Financial Advisor will prepare refunding analysis for consideration and demonstrate that the savings of the refinancing are greater than the issuance costs to refinance, with a target minimum net present value savings of 3-5%.

7. Other Short-term Borrowing – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCO) which is short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

   In FY2021, the City issued a $48 million PPFCO for the energy costs of Winter Storm Uri. The Council approved a 9.5 year term with a 5 year call option. Because energy costs are an ongoing operating expense, it is the intent of the City to review all options to pay off this debt issue as soon as possible, balanced against rate competitiveness, Electric fund liquidity, and other practical factors.

The City may authorize the issuance of Limited Tax Notes for tax-supported obligations whose issuance timeframe occurs outside of the City's normal bond issuance schedule or for other emergency needs. The Limited Tax Notes must have a maximum maturity of seven years. They may be sold either as public, rated offerings in a competitive or negotiated sale, or they may be privately placed depending on the financing goals of the City and market conditions at the time of sale.
The City may authorize a Note Purchase Agreement for the purposes of establishing a Letter of Credit as collateral to participate in the Electric Reliability Council of Texas (ERCOT) market. Notes would only be delivered under the agreement in the event ERCOT were to draw on the Letter of Credit. Any notes so delivered would be payable from utility revenues and would come due in 90 days after their delivery date.

C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid, private placement or other method. In such situations, the City will publicly present the reasons for the other method. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser. The financial advisor must meet all licensing requirements and comply with all Municipal Securities Rulemaking Board (MSRB) regulations. The City's financial advisor will not act as the underwriter on any City bond issue.

D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. Federal Requirements – The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

1. Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and

2. Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

F. Debt Structuring – The City prefers to issue bonds with a term of twenty (20) years or less, not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments. Exceptions to the 20 year term include debt issues for major system expansions, such as water, sewer or electric plants, in which case the City may issue debt greater than 20 years since the useful life of the asset exceeds 30 years. A cost benefit analysis indicating the impacts of extending debt beyond 20 years will be completed.

Fixed interest rate basis will be preferred because it aids in predictable budget and multi-year forecasting for the issuing funds. Variable rate debt can sometimes allow early repayment with no penalty. Variable rate debt may be considered by the Council as a tool to provide flexibility in setting the tax rate and determine use of one-time available fund balances. The City's Financial Advisor will provide an analysis of the benefits of a variable rate structure versus interest rate risk, remarketing risk, and liquidity risk. Because variable rate debt introduces risk and administrative burden on staff and advisors, the amount of allowed variable rate

debt will be limited to no more than ten percent (10%) of the City's outstanding debt principal per system (tax-supported, utility supported).

G. Utility and Self-Supporting Debt Coverage Ratio – Refers to the number of times all utility supported debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's combined utilities (Electric, Water, and Wastewater).

The City will maintain a minimum debt service coverage ratio of 1.5 times for the utilities as a whole. The bond ordinances allow the City to forego a debt reserve fund for its utility debt if the coverage is maintained at 1.35 times or better. A coverage ratio of 1.0 times will also be required for all funds issuing self-supporting debt (Airport, Stormwater, Solid Waste, GTEC, GEDCO, PID and TIRZ).

Compliance Status – Debt coverage ratio FY2027 in compliance.

H. Bond Reimbursement Resolutions – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve cash to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City's ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits. Currently revenue bonds must be issued within 18 months after an eligible bond funded project is begun.

The total outstanding bond reimbursements may not exceed the total amount of the City's reserve funds.

XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Georgetown will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City. Generally, if any existing reserve is used to cover expenses as described, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

A. Operational Coverage – The City's goal is to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated below.

B. Reserves

1. Citywide Operating Reserve – The City will maintain reserves at a minimum of seventy-five (75) days (20.83%) of net budgeted citywide operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, capital improvements, direct cost for purchased power, debt service, non-operating special revenue funds and payments to third party grant agents. The amount of these funds are allocated within the following operating funds and using the following guidelines to maintain the fund balance, working capital and retained earnings (reserves) of the various operating funds at levels sufficient to protect the City's creditworthiness, as well as, its financial position from unforeseeable emergencies. For asset replacement reserves, see *Section XI. Capital Maintenance and Replacement.*

   Compliance Status – 75 day citywide reserves FY2027 in compliance.

2. General Fund – General Fund reserves will be assigned on the balance sheet. Reserves are allocated as follows:

   a. Contingency Reserve – will equal ninety (90) days, or 25%, of current year budgeted operating expenditures designated for emergency use only.

   Compliance Status – General Fund 90 day Reserve FY2027 in compliance.

   b. Revenue Stability Reserve – will equal up to 10% of current year budgeted operating expenditures. The reserve will be designated to temporarily offset a decline in any General Fund revenue source during the current fiscal year or in planning the future budget year. The reserve may be used when growth in any General Fund revenue source from one fiscal year to the next is below projections. The reserve will be available to support only existing programs approved in a prior fiscal year.

   Compliance Status – General Fund Stability Reserve FY2027 at 8%.

   c. Master Development Fee Reserve – The City collects Master Development Fees as one-time payment for the impact on City services from a large set of residential units in the City's extra-territorial jurisdiction. The City will reserve these fees below line in the General Fund for one-time expenses such as special projects related to development. Eligible expenses include, but are not limited to: planning studies, construction and maintenance of streets, sidewalks, trails, and parks.

3. Tourism Fund – A minimum ninety (90) days of operating expenditures will be reserved within the fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Tourism Fund Operating Reserve FY2027 in compliance.

   Excess revenues or expenditure savings may be reserved for future capital infrastructure, capital equipment, one-time programs and studies, or other appropriate one-time uses eligible for hotel occupancy tax expense.

4. Joint Services Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Joint Services Fund Reserve FY2027 in compliance.

5. Fleet Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Fleet Fund Reserve FY2027 in compliance.

6. Facilities Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Facilities Fund Reserve FY2027 in compliance.

7. Information Technology Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – IT Fund Reserve FY2027 in compliance.

8. Water Services Fund – The Water Fund will maintain the following reserves and assign them on the balance sheet. These reserves are designated to be used to offset potential revenue shortfalls or fund unexpected or emergency expenses that occur during the fiscal year.

   a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, including wholesale water contracts and transfers out, designated for unexpected or emergency use during the fiscal year. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

   Compliance Status – Operating Water Fund Reserve FY2027 in compliance.

   b. Non-Operating Contingency Reserve – to maintain continuity of debt payments, capital projects and to begin recovering from a natural disaster during the lag time of revenue recovery. This reserve will be a minimum of 50% of the annual debt service in each fiscal year.

   Compliance Status – Non-operating Water Fund Reserve FY2027 in compliance.

   c. Impact Fee Reserve – Impact fees are restricted revenues that may be used for eligible capital project and debt payment expenditures. The City conservatively plans for the use of impact fees by reserving all impact fees received in the current budget year, reconciling the impact fee "child" fund after the annual audit is complete, and appropriating received impact fees towards projects or debt service in future fiscal years.

9. Stormwater Drainage Fund – The Stormwater Fund will maintain the following reserves and assign them on the balance sheet:

   a. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Contingency Reserve FY2027 in compliance.

b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

10. Environmental Services Fund – The Environmental Services Fund will maintain the following reserves and assign them on the balance sheet:

c. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

Compliance Status – Contingency Reserve FY2027 in partial compliance. It will take several years to build up this reserve through cost of service rate increases.

d. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

11. Electric Fund – The Electric Fund will maintain the following reserves and assign them on the balance sheet:

a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, designated for unexpected or emergency use during the fiscal year. This reserve excludes purchased power expenses. This reserve includes labor expenses for capital projects. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

Compliance Status – Operating Contingency reserve FY2027 in compliance.

b. Rate Stabilization Reserve – An amount to adequately mitigate the financial risks posed by the wholesale power market, with a target of 4 months (120 days) of the average monthly purchased power costs for the budgeted year. The purpose of this reserve is to protect against energy market exposure and volatility, and to maintain wholesale power contracts and stability until expenses are recovered through revenue generated in the Power Cost Adjustment Factor.

Compliance Status – Rate stabilization reserve FY2027 in compliance.

c. Non-Operating Contingency Reserve – to maintain continuity and begin recovery process from a natural disaster during the lag time of revenue recovery:
   - 1% of historical rate base (total capital assets net of accumulated depreciation)
   - A minimum of 25% of the current year CIP for Ordinary Replacement
   - At least 50% of annual debt service payment

Compliance Status – Non-operating reserve FY2027 in compliance.

d. Uses of Unanticipated and Unappropriated Electric Fund Balances – In the event that fund balance in the Electric Fund exceeds recommended minimum cash as enumerated in the above reserves, the funds may be used for the following purposes as approved by the City Council:
   - Reduce the Power Cost Adjustment
   - Reduce outstanding utility debt
   - Fund capital projects
   - Fund other one-time projects or equipment
   - Increase reserves

12. Airport Fund – The Airport Fund will maintain the following reserves and assign them on the balance sheet:
    a. A contingency reserve of ninety (90) days of operating expenses will be maintained in the fund for unforeseen or emergency expenditures. The reserve will represent all operating expenses minus fuel costs and any transfers.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

13. GEDCO Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.
    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

14. GTEC Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

15. Rivery TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

16. Downtown TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

17. General Debt Service Fund – A reserve equal to 30 days of the prior annual debt service requirement, in accordance with IRS guidelines.

Compliance Status – Debt Fund Reserve FY2027 in compliance.

For all other funds, the fund balance is an indication of the balance of each particular fund at a specific time. The ultimate goal of each such fund is to have expended the fund balance at the conclusion of the activity for which the fund was established.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget.

Funds in excess of the minimum reserves within each fund may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years. This action requires an amendment to the City's Annual Budget and is outlined in *Section III. J. Use of Unanticipated and Unappropriated General Fund Balances.*

B. Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 60 days of service. The Chief Financial Officer is authorized to write-off non-collectible, non-utility accounts that are delinquent for more than 180 days, and utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the Annual Financial Report to the City Council.

C. Capital Project Funds – Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner, preferably within thirty-six (36) months of receipt. Due to the long timeline of some projects, unused cash or bond proceeds will be reserved on the fund schedule and appropriated when needed. The fund balance will be invested, and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be approved for use according to the bond covenant and opinion of bond counsel.

D. Investment of Reserve Funds – The reserve funds will be invested in accordance with the City's investment policy.

E. Ratios Analysis – Ratios and significant balances will be incorporated into the annual bond rating book for the Electric and Water Funds. The following ratios/balances will be used as key financial indicators:

- Revenue Bond Covenant Debt Coverage Ratio
- Rating Agency Days Cash on Hand
- Rating Agency Fixed Cost Coverage Ratio / Coverage of Full Obligations
- Rating Agency Leverage Ratio

The City will develop minimum/maximum levels for the above ratios/balances through analyzing of City historical trends and future projections as part of the cost of service and five-year forecast modeling process.

XVI. RISK MANAGEMENT AND INTERNAL CONTROLS

A. Written Procedures – Wherever possible, written procedures will be established and maintained by the Chief Financial Officer for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. Internal Audit Program – An internal audit program will be maintained by the Chief Financial Officer to ensure compliance with City policies and procedures and to prevent the potential for fraud.

1. Departmental Audits – departmental processes will be reviewed to ensure dual control of City assets and identify the opportunity for fraud potential, as well as, to ensure that departmental internal procedures are documented and updated as needed.

2. Employees or Transaction Review – Programs to be audited include Petty Cash, City Credit Card accounts, time entry, and travel. All discrepancies will be identified, and the employee's Director will be notified. The City Manager will also be notified depending on the seriousness of the infraction.

3. Fraud Awareness and Reporting – The City will maintain its personnel policy regarding fraud. They will maintain an arrangement with a third party for anonymous reporting of fraud, waste, or abuse of City resources. The City will provide training to all City employees on recognizing and reporting fraud.

4. The Chief Financial Officer and City Manager will present an annual audit plan to the Audit and Finance Sub-Committee. Results of all internal audits will be provided to the Sub-Committee and City Council at year-end.

C. Directors Responsibility – Each Director is responsible for ensuring that good internal controls are followed throughout their department, that all Finance Division directives are implemented and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

D. Cybersecurity – The Information Technology department shall regularly assess new forms of security risk and maintain multiple layers of protections and controls to thwart cyber attacks. The City will provide regular cybersecurity awareness training for all employees.

E. Electric Utility Risk – Chapter 13.38 of the City's Code of Ordinances establishes Council's authority to oversee all risk of the Electric utility including Congestion Revenue Rights auctions, wholesale power agreements, futures contracts, and other transactions that expose the City to significant risk.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Second Reading - Electric Rate Ordinance Updates

SUGGESTED ACTION:
Second reading and final approval of an Ordinance amending amending Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:
Second reading of an ordinance amending Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions. The proposed amendments modernize the Electric Rate Ordinance, improve administrative clarity, enhance electric system reliability, and align the ordinance with current utility operations, industry practices, and the City's long-term financial objectives. The proposed revisions were presented to the Electric Utility Advisory Board during its June 2026 meeting and approved by the City Council on first reading. The ordinance updates utility service requirements, customer rate classifications, and electric system operations. Key revisions include requiring utility access rights for new electric services, adding a Definitions section, establishing a Power Pedestal rate class, clarifying the City's authority during ERCOT-directed curtailments and emergency operations, assigning customer responsibility for damage caused by excessive load or voltage disturbances, and requiring City authorization before participation in demand response programs that may affect electric system operations. The ordinance also updates the Very Large Commercial and Industrial Rate Schedule by revising the Energy Rate Rider calculation methodology, adjusting applicable rates and fees, establishing a month-to-month energy rate for customers without an executed Electric Service Agreement, and clarifying the Primary Voltage Discount. In addition, the ordinance establishes a Large Commercial and Industrial month-to-month energy charge, effective September 1, 2026, for customers without an executed Electric Service Agreement. Final approval is recommended to strengthen operational and financial safeguards, improve cost recovery, protect utility infrastructure, and support the continued safe, reliable, and fiscally responsible delivery of electric service.

FINANCIAL IMPACT:
The amendments are expected to improve cost recovery, strengthen the Electric Utility's financial position, and reduce financial risk by aligning rates, fees, and service provisions with the cost of providing electric service. The fiscal impact will vary based on customer demand and participation.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
Electric Rate Ordinance Changes_09.08.2026.pdf
Chapter 13.04 Electric Rates August 2026 Update - Final.pdf
Redline2ndReadingChanges_Electric Rate Ordinance_9.8.2026.pdf
RedlineAllChanges_ElectricRateOrdinance_9.8.2026.pdf

Ord_Chapter13.04 Electric Rate Update_2026.pdf

Electric Rate Ordinance Updates: Second Reading

Daniel Bethapudi | Electric Utility General Manager
Michael Simpson| Portfolio Analyst
9/8/26

GEORGETOWN
TEXAS

Staff Recommendations

I. These Ordinance updates were presented to the Electric Board on July 16, 2026, and the Electric Board recommends the proposed options.

II. These Ordinance updates were presented at City Council during Workshop on July 14, 2026.

III. The first reading occurred on August 11, 2026

IV. Staff recommends these updates to the Electric Rate Ordinance.

V. These Ordinance updates will be effective October 1, 2026.

Electric Rate Ordinance Updates Since First Reading

Additional review has identified the following updates to the rate ordinance that shall be captured in the second reading:

The utility is proposing to make several changes to our rate ordinance, including:

1. Sec. 13.04.011: Updated definition of Billed Demand
2. Sec. 13.04.045, 13.04.0451, 13.04.046, & 13.04.0461:
    a. Clarification of demand thresholds between Large Commercial & Industrial and Very Large Commercial & Industrial
    b. Clarified minimum bill calculation
    c. Clarified power factor calculation to be done during the peak demand interval
    d. Inclusion of Primary Voltage Discount eligibility to Month-to-Month Very Large Commercial & Industrial Month-to-Month customers
3. Sec. 13.04.084: Inclusion of Month-to-Month Large Commercial & Industrial & Month-to-Month Very Large Commercial & Industrial customers in EE&C fee schedule

Sec. 13.04.011: Billed Demand Definition

Staff is proposing to modify the definition of "Billed Demand" to clarify that it shall be the highest of the measured demand, minimum demand, or the ratcheted demand (where applicable).

1. Original language: "May be based on the measured peak demand, minimum demand, ratcheted demand"
2. Proposed language: "Shall be based on the highest of the measured peak demand, minimum demand, ratcheted demand"

Sec. 13.04.045, 13.04.0451, 13.04.046, & 13.04.0461

Staff is proposing four updates to the ordinance language for the LC&I, Month-to-Month LC&I, VLC&I, and Month-to-Month VLC&I rate classes:

1. Clarifying the 10,000 kW threshold between the LC&I and VLC&I rate classes, and the 49,999 kW upper threshold of the VLC&I class.
2. Simplifying the language around how Minimum Bills are calculated.
3. Clarifying that the monthly power factor calculation shall be done during the monthly 15-minute peak demand.
4. Inclusion of primary voltage discount eligibility for Month-to-Month Very Large Commercial & Industrial customers.

Sec. 13.04.084: EE&C Fee Schedule

Staff is proposing to include the Month-to-Month LC&I and VLC&I customers in the EE&C Fee Schedule at the same rate as LC&I and VLC&I customers

1. Monthly EE&C fee for month-to-month LC&I and VLC&I customers of $25 per month.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Month-to-Month Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00
Month-to-Month Very Large Commercial & Industrial	$25.00

Electric Rate Ordinance Second Reading

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, TITLE 1 ENTITLED "ELECTRIC RATES" OF THE CODE OR ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO ELECTRIC SERVICE RATES FOR VARIOUS CUSTOMER CLASSES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Other Changes Already Presented in First Reading

Electric Rate Ordinance Changes

The utility is proposing to make several changes to our rate ordinance, including:

1. Sec. 13.04.010: Requirement for new customers to provide service access rights to the Utility for installation and maintenance.
2. Sec. 13.04.011: Adding a "Definitions" section to clearly define the terms used within the rate ordinance, such as:
    a. Difference between "Actual Demand" and "Billed Demand"
    b. Difference between "Requested Load", "Connected Load", "Design Load", and "Installed Capacity"
3. Sec. 13.04.012: Adding a "Initial Rate Classification" section to explain how new customers are assigned to their initial rate classes
    a. Includes description of how customers may be reassigned to a new rate class based on actual operating history.
4. Sec. 13.04.030: Adding a Primary Voltage Discount for Municipal water and wastewater pumping service.
5. Sec. 13.04.045: Adding a "Month-to-Month" rate for Large Commercial & Industrial customers who do not sign an Energy Service Agreement.
6. Sec. 13.04.060: Creation of a "Power Pedestal" Rate Class
7. Sec. 13.04.081: New section detailing the City's right to curtail energy due to ERCOT directives, force majeure, and outages.
8. Sec. 13.04.082: New Section detailing customer's financial liability for causing damage to the electric system
    a. Damage caused by usage exceeding installed capacity, or usage which causes voltage disturbances
9. Sec. 13.04.083: Requirement for customers to receive the City's authorization prior to participating in demand response programs.
10. Sec. 13.04.046: Updated Very Large Commercial & Industrial (VLC&I) Rate Ordinance
    a. Energy Rate Rider (ERR) Calculation Methodology
    b. Customer Charge
    c. Account Set-Up Fee
    d. Month-to-Month Rate
    e. Other provisions

Sec. 13.04.046: VLC&I RATE ORDINANCE CHANGES

Staff is proposing six updates to the VLC&I Rate ordinance:

1. Updating the VLC&I Energy Rate Rider Calculation based on lessons learned since implementation in June 2025.
2. Increasing the VLC&I Energy Rate Rider to $0.0110/kWh
   a. Currently $0.0082/kWh
3. Increasing the VLC&I Customer Charge to $8,125/Month
   a. Currently $5,615/Month
4. Increasing the VLC&I Set-Up Fee to $27,349
   a. Currently $25,645
5. Creation of a VLC&I "Month-to-Month" rate for customers who do not sign ESAs
   a. Current VLC&I Energy Rate: $0.0543/kWh
   b. Rate for customers on a month-to-month rate: $0.08755/kWh
6. More descriptive Primary Voltage Discount definition
7. Requirement for VLC&I Customers to take service at the Primary Voltage.

Sec. 13.04.045: LC&I RATE ORDINANCE CHANGES

Staff is proposing one update to the Large Commercial & Industrial (LC&I) Rate Class:

1. Creation of a LC&I "Month-to-Month" rate for customers who do not sign ESAs
    a. Current LC&I Energy Rate: $0.0543/kWh
    b. Rate for customers on a month-to-month rate: $0.08755/kWh

Sec. 13.04.060: POWER PEDESTAL

Staff is proposing to create a “Power Pedestal” rate class to better serve temporary or seasonal loads related to festivals or public events.

Applicability

Unmetered power pedestals designed to serve multiple temporary loads, which do not qualify for any other established rate schedule.

Proposed Rates:

Customer Charge - $0 / Month

Energy Charge - $0.1205 / kWh

Power Cost Adjustment - $0.01375 / kWh

Sec. 13.04.030: MUNICIPAL WATER & WASTEWATER PUMPING RATE ORDINANCE CHANGES

Staff is proposing one update to the Municipal Water & Wastewater Pumping rate:

1. Addition of the Primary Voltage Discount for Municipal Water & Wastewater Pumping locations that take service at the primary meter.
    1. Proposed discount of $2.24/kW on the demand charge.

Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed, and prescribed as set forth in Sections 13.04.010 through 13.04.100. Electric service rendered under this Article is subject to the City's Rules and Regulations, engineering standards and service standards.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

Sec. 13.04.011 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Actual Demand.** Actual Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.
2. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions, including substation and feeder capacity.
3. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand shall be based on the highest of the measured Peak Demand, minimum demand, ratcheted demand (where applicable), power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.
4. **City**. The City of Georgetown, Texas, [a home rule municipal corporation that owns and operates a municipal electric utility system known as Georgetown Utility Systems].
5. **City's Rules and Regulations**. City's ordinances, policies, rate schedules, including description of utility services, billing adjustments, policies, service rules and regulations, and other regulatory measures enacted or adopted by City, including its departments, boards and commissions, as may be amended from time to time by the City in its sole discretion, all said regulations being duly adopted.
6. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.
7. **Customer or customer**. A person who is currently receiving retail electric service from City in the person's own name or the name of the person's spouse, or the name of an authorized representative of a partnership, corporation, or other legal entity receiving retail electric service from City.
8. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating

assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

9. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site-specific infrastructure, designed and installed by City at the Facility and designated to serve the Customer's load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions. Installed Capacity includes substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

10. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

11. **Peak Demand.** Peak Demand means the highest Actual Demand recorded for a customer during the applicable billing period, expressed in kilowatts (kW), and measured over a 15-minute interval, or such other interval as established by the City's metering standards.

12. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, Load Analysis, Electric Line Extension, and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

Sec. 13.04.012. Customer classification and demand determination.

A. Customer Classification

1. Regardless of Design Load, Actual Demand, Installed Capacity, or other classification criteria, a customer shall be assigned to the rate schedule applicable to the premises' final intended use, which may differ from the use during construction, as determined by the City from the customer's application and other reasonably required documentation.

B. Initial Rate Classification

1. For new or modified service under 2,000 kW, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For new or modified service with a Design Load of 2,000 kW or greater, the City shall assign the applicable rate class based on the customer's Installed Capacity or Allocated Capacity on the date of initial energization, as determined solely by the City.

3. For Customers requesting service at existing premises, the City shall not automatically assign the prior customer's rate classification. The City shall consider the following in determination the appropriate rate classification:

   i. If the new customer's expected use is substantially similar to the prior use, the City may use recent demand history to establish the initial rate classification.

   ii. If demand history is unavailable or not representative, the City may require a Load Analysis and classify the customer based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or other service facilities do not determine the customer's rate classification or service entitlement.

iii. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

iv. The City may reclassify the customer's initial rate classification based on actual usage and Demand data as outlined in Section C below.

C. Rate Class Reclassification based on Demand

1. This subsection applies only to customers with a Design Load or Installed Capacity under 2,000 kW.

2. The City shall reclassify a customer to a higher rate class if the customer's Actual Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within a consecutive twelve (12) month period . The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

3. Upon customer's request, the City may reclassify a customer to a lower rate class if the customer's Actual Demand remains below the applicable demand threshold for twelve (12) consecutive months. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

4. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

5. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

6. A customer shall not be eligible for a reduction in rate class based on Actual Demand if the customer has incurred two or more delinquencies within the preceding twelve-month period.

Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to single-phase residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings. For residential customers other than single-phase, the City, at its sole discretion, may review and apply another appropriate rate schedule for such customer. .

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.

2. Energy Charge: $0.0978 per kWh.

3. Minimum Bill: $25.32 per month.

4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. Request for low-income discount must be made in writing.
2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program or such other federal, state, and local government entitlement programs that meet the 200 percent Federal Poverty Income Level (FPIL) eligibility guidelines and are approved by City, and provide verifiable proof of that participation, such as an award letter or other official documentation.
3. Requests for the low-income discount must be renewed annually.

Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the City's electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with City, and City has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to, solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's Installed Capacity must be no greater than ten kW-DC (kilowatts direct current) and receive service at 600 volts or less.
- DER facility is located at the customer's premises, or that is appropriately connected to City's electric distribution system, as solely determined by City.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by City at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from City to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to City (renewable energy - received), as applicable.

"DER Meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to City, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to City during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. City pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by City to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay City per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. City pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by City (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by City (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change as described herein.

Residential Service:

1. Base Rate: $25.32 per month.

2. Volumetric Energy Charge: $0.0978 per kWh.

3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a City Electric Customer: $51.05 per month.
2. Volumetric Energy Charge: $0.0921 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\left(\frac{\$}{kWh}\right)}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).
5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by City according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) City receives from NEM customers cannot be greater than the volumetric energy (kWh) City delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by City. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other City charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

Sec. 13.04.020. Small general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or less than 49 kilowatts (kW) and whose uses are not covered by another specific rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.
2. Energy Charge: $0.0921 per kWh.
3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.025. School services.

A. Availability. Applicable to electric service provided to a school, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and
2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.
2. Energy Charge: $0.1174 per kWh.
3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.
2. Energy Charge: $0.04600 per kWh.
3. Demand Charge: $19.99 per kW per month.
4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to Municipal water and wastewater pumping service locations that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.24/kW.

F. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.035. Large general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 50 kilowatts (kW) but less than 499 kilowatts (kW), and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.
2. Energy Charge: $0.0668 per kWh.
3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.
4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for Large general service shall consist of the customer charge plus the minimum Billed Demand charge.

F. Minimum Billed Demand. The minimum demand for the Large general service class is 50 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.040. Commercial and industrial (C&I).

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 500 kilowatts (kW) but less than 1,999 kilowatts (kW), and whose Installed Capacity is less than 2,000 kVa, and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.
2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.

4. Minimum Bill: $8,527.35 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the commercial and industrial class is 500 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.045. Large commercial and industrial (C&I) service

A. Availability. Applicable to non-residential customers whose Installed Capacity or Allocated Capacity is equal to or greater than 2,000 kilowatts (kW) but less than 10,000 kilowatts (kW), as determined in accordance with Section 13.04.012. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule to enter into an electric service agreement with the City ("Electric Service Agreement").

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.0543 per kWh.

3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle's Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.
3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.
4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted periodically as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.0451. Month-to-Month Large Commercial & Industrial Service.

A. Availability. Applicable to any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City. The customer shall be subject to all provisions herein, as well as the following applicable rates. The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good-faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate.

1. Customer Charge: $520.71 per month.
2. Energy Charge: $0.08755 per kWh.
3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.
4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.
3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.
4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. Availability

1. Applicable to nonresidential customers whose Installed Capacity is equal to or greater than 10,000 kW but less than 49,999 kW, including classification based on Installed Capacity where applicable.
2. Customers served under this rate shall be required to receive electric service directly from City's electric distribution system at "Primary Voltage" and they are eligible for the "Primary Voltage Discount"

   "Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.
3. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power markets.
4. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years, including any renewals, unless terminated in accordance with the ESA. In order to maintain a guarantee of future electric service capacity, the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

5. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

6. If a customer's Installed Capacity exceeds 49,999 kW, the City may in its sole discretion require the customer to take service under a separate service arrangement and a separate rate schedule.

7. Service rendered under this rate is subject to the City's Rules and Regulations, provided that Section 13.04.230 shall not apply.

8. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six (6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity to serve other customers. Customer's utilization of capacity shall be the maximum kilowatt demand established by Customer for any fifteen (15) minute period during the month, as indicated or recorded by a demand meter.

B. Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

C. Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to the City under its Rules and Regulations. In addition, the City shall have the right to forecast the customers' projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

D. Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within five days after receipt. The City immediately applies any cash prepayment amount (defined below) or draws on any letter of credit provided by the customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay an invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

E. Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section O below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to the customer's invoice for electric service, and the customer shall pay any amounts owed to the City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by the customer in accordance with this subsection (E). The prepayment amount shall remain in place until December 31 of the year following the year of the

termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

F. Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section G herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

G. Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a minimum credit rating of A-from S&P or Fitch, or a minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity providing the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to, an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

H. Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

I. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its

obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

J. Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $27,349.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

K. Monthly Rate.

1. Customer Charge: $8,125 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section O below.

L. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

M. Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon historical actual power supply costs since the implementation of the energy rate rider and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

ERR ($/kWh) = ((Power Costs – Energy Revenues) + (TAB-AAB))/TL

Where:

ERR = New Energy Rate Rider

Power Costs = All forecasted power supply costs for the VLC&I class during the 6-month forecast period, broken down into five components:

1. Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
    a. Net settlement of PPA contracts
    b. Settlement of CRR hedges
    c. REC revenues
    d. Resource QSE fees and resource administrative charges.
    e. PTP obligations
4. ERCOT Fees and Ancillary Services, including:
    a. Ancillary services
    b. Other ERCOT fees
    c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
    a. LRS and/or directly allocated allocation of purchased power consulting costs
    b. LRS and/or directly allocated allocation of ERCOT annual membership fee
    c. LRS and/or directly allocated allocation of quarterly ERO fee
    d. LRS and/or directly allocated allocation of securitization costs
    e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

Energy Revenues = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

TAB = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

AAB = Actual Account Balance. Equal to the cumulative operating income from the collection of the Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

TL = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

The ERR may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

N. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner.

O. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The Demand Ratchet, if specified in Section N of this rate schedule.

Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

P. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Q. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

R. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

S. Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to very large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. The demand charge for a Primary Voltage Customer shall be reduced by $2.11 per kW of Actual Demand.

T. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge, the Billed demand charge and any other authorized charges.

U. Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

Sec. 13.04.0461. Month-to-Month Very Large Commercial & Industrial Service.

A. Availability: If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate:

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Energy Rate Rider. In addition to the charges identified in B and C, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

E. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner.

F. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The Demand Ratchet, if specified in Section E of this rate schedule.

G. Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

H. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

I. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity or as otherwise provided in the Electric Service Agreement between customer and City.

J. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge, Billed demand charge, and any other authorized charges.

J. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.
3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.
4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

K. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.050. Electric vehicle (EV) charger service.

A. Availability.

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure whose design load is equal to or greater than 500 kW but less than 2,000 kW during any billing period, as determined in accordance with Section 13.04.012.

2. This rate is available only where the customer’s electric service is primarily used to supply electric vehicle charging load, as determined by the City.

3. Customers must provide sub metered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.

4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.

2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, applied to Billed Demand.

i. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

1. The customer’s Actual Demand, as defined in Section 13.04.012;

2. Five hundred kilowatts (500 kW); or

3. The Ratcheted Demand.

ii. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of the highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing months from the month in which the highest Demand is measured.

iii. Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer’s Actual Peak Demand or the customer’s Design Load, as determined by the City.

4. Minimum Bill: The minimum bill shall consist of the customer charge plus the minimum demand charge.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $134.77 per month.

2. Energy Charge: $0.0715 per kWh.

3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.060. Power Pedestal service.

A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and

2. cannot be reasonably billed to end users under another applicable rate schedule; and

3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.

B. *Net Monthly Rate.*

1. Customer Charge: $0.00 per month.

2. Energy Charge: $0.1205 per kWh.

3. Minimum Bill: $0.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's Rules and Regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.
2. 200 watt HP or equivalent L—$14.50 per month, per light.
3. 250 watt HPL or equivalent—$16.70 per month, per light.
4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's Rules and Regulations.

Sec. 13.04.071. Reserved.

Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the

TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

$$CF = (A) - (B)$$

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.081. Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a “curtailment event”), under any of the following circumstances:
   1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
   2. During events of force majeure;
   3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
   4. During planned outages or maintenance activities.

   All customers served by the City are subject to curtailment events.

C. Force majeure. “Force majeure” means an event or circumstance that:

1. Prevents a party from performing its obligations under this Article;
2. Is beyond the reasonable control of such party;
3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
4. Is not the result of such party's negligence or fault; and
5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

   Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

Sec. 13.04.082. Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion,

interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

1. Implementing operational restrictions;
2. Temporarily disconnecting or limiting electric service; or
3. Undertaking corrective measures directly.

The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

Sec. 13.04.083. Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

B. City Consent Required.: Customer shall not enroll in, participate in, or otherwise commit Load served to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs ("**Maximum Permissible Load Participation**"). City has the right to withdraw

attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs

b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "**Customer Minimum Load**"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customer without liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement.

Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Month-to-Month Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00
Month-to-Month Very Large Commercial & Industrial	$25.00

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

    a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

    b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

    a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

    b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

    a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

    b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

    a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

    b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

Sec. 13.04.085. Reserved.

Sec. 13.04.090. Reserved.

Secs. 13.04.095, 13.04.100. Reserved.

Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed, and prescribed as set forth in Sections 13.04.010 through 13.04.100. Electric service rendered under this Article is subject to the City's Rules and Regulations, engineering standards and service standards.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

Sec. 13.04.011 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Actual Demand.** Actual Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.

2. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions, including substation and feeder capacity.

3. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand shall~~may~~ be based on the highest of the measured Peak Demand, minimum demand, ratcheted demand (where applicable), power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.

4. **City**. The City of Georgetown, Texas, [a home rule municipal corporation that owns and operates a municipal electric utility system known as Georgetown Utility Systems].

5. **City's Rules and Regulations**. City's ordinances, policies, rate schedules, including description of utility services, billing adjustments, policies, service rules and regulations, and other regulatory measures enacted or adopted by City, including its departments, boards and commissions, as may be amended from time to time by the City in its sole discretion, all said regulations being duly adopted.

6. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.

7. **Customer or customer**. A person who is currently receiving retail electric service from City in the person's own name or the name of the person's spouse, or the name of an authorized representative of a partnership, corporation, or other legal entity receiving retail electric service from City.

8. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating

assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

9. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site-specific infrastructure, designed and installed by City at the Facility and designated to serve the Customer's load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions. Installed Capacity includes substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

10. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

11. **Peak Demand.** Peak Demand means the highest Actual Demand recorded for a customer during the applicable billing period, expressed in kilowatts (kW), and measured over a 15-minute interval, or such other interval as established by the City's metering standards.

12. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, Load Analysis, Electric Line Extension, and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

Sec. 13.04.012. Customer classification and demand determination.

A. Customer Classification

1. Regardless of Design Load, Actual Demand, Installed Capacity, or other classification criteria, a customer shall be assigned to the rate schedule applicable to the premises' final intended use, which may differ from the use during construction, as determined by the City from the customer's application and other reasonably required documentation.

B. Initial Rate Classification

1. For new or modified service under 2,000 kW, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For new or modified service with a Design Load of 2,000 kW or greater, the City shall assign the applicable rate class based on the customer's Installed Capacity or Allocated Capacity on the date of initial energization, as determined solely by the City.

3. For Customers requesting service at existing premises, the City shall not automatically assign the prior customer's rate classification. The City shall consider the following in determination the appropriate rate classification:

   i. If the new customer's expected use is substantially similar to the prior use, the City may use recent demand history to establish the initial rate classification.

   ii. If demand history is unavailable or not representative, the City may require a Load Analysis and classify the customer based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or other service facilities do not determine the customer's rate classification or service entitlement.

iii. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

iv. The City may reclassify the customer's initial rate classification based on actual usage and Demand data as outlined in Section C below.

C. Rate Class Reclassification based on Demand

1. This subsection applies only to customers with a Design Load or Installed Capacity under 2,000 kW.

2. The City shall reclassify a customer to a higher rate class if the customer's Actual Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within a consecutive twelve (12) month period . The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

3. Upon customer's request, the City may reclassify a customer to a lower rate class if the customer's Actual Demand remains below the applicable demand threshold for twelve (12) consecutive months. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

4. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

5. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

6. A customer shall not be eligible for a reduction in rate class based on Actual Demand if the customer has incurred two or more delinquencies within the preceding twelve-month period.

Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to single-phase residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings. For residential customers other than single-phase, the City, at its sole discretion, may review and apply another appropriate rate schedule for such customer. .

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.

2. Energy Charge: $0.0978 per kWh.

3. Minimum Bill: $25.32 per month.

4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. Request for low-income discount must be made in writing.
2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program or such other federal, state, and local government entitlement programs that meet the 200 percent Federal Poverty Income Level (FPIL) eligibility guidelines and are approved by City, and provide verifiable proof of that participation, such as an award letter or other official documentation.
3. Requests for the low-income discount must be renewed annually.

Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the City's electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with City, and City has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to, solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's Installed Capacity must be no greater than ten kW-DC (kilowatts direct current) and receive service at 600 volts or less.
- DER facility is located at the customer's premises, or that is appropriately connected to City's electric distribution system, as solely determined by City.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by City at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from City to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to City (renewable energy - received), as applicable.

"DER Meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to City, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to City during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. City pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by City to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay City per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. City pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by City (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by City (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change as described herein.

Residential Service:

1. Base Rate: $25.32 per month.

2. Volumetric Energy Charge: $0.0978 per kWh.

3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a City Electric Customer: $51.05 per month.

2. Volumetric Energy Charge: $0.0921 per kWh.

3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\left(\frac{\$}{kWh}\right)}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by City according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) City receives from NEM customers cannot be greater than the volumetric energy (kWh) City delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by City. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other City charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

Sec. 13.04.020. Small general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or less than 49 kilowatts (kW) and whose uses are not covered by another specific rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.

2. Energy Charge: $0.0921 per kWh.

3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.025. School services.

A. Availability. Applicable to electric service provided to a school, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and
2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.
2. Energy Charge: $0.1174 per kWh.
3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.
2. Energy Charge: $0.04600 per kWh.
3. Demand Charge: $19.99 per kW per month.
4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to Municipal water and wastewater pumping service locations that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.24/kW.

F. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.035. Large general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 50 kilowatts (kW) but less than 499 kilowatts (kW), and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.
2. Energy Charge: $0.0668 per kWh.
3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.
4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for Large general service shall consist of the customer charge plus the minimum Billed Demand charge.

F. Minimum Billed Demand. The minimum demand for the Large general service class is 50 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.040. Commercial and industrial (C&I).

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 500 kilowatts (kW) but less than 1,999 kilowatts (kW), and whose Installed Capacity is less than 2,000 kVa, and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.
2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.

4. Minimum Bill: $8,527.35 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the commercial and industrial class is 500 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.045. Large commercial and industrial (C&I) service

A. Availability. Applicable to non-residential customers whose Installed Capacity or Allocated Capacity is equal to or greater than 2,000 kilowatts (kW) but less than 10,000~~9,999~~ kilowatts (kW), as determined in accordance with Section 13.04.012. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule to enter into an electric service agreement with the City ("Electric Service Agreement").

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.0543 per kWh.

3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle's Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted periodically as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.0451. Month-to-Month Large Commercial & Industrial Service.

A. Availability. Applicable to any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City. The customer shall be subject to all provisions herein, as well as the following applicable rates. The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good-faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F~~G~~ below.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.
3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.
4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. Availability

1. Applicable to nonresidential customers whose Installed Capacity is equal to or greater than 10,000 kW but less than 49,999 kW, including classification based on Installed Capacity where applicable.
2. Customers served under this rate shall be required to receive electric service directly from City's electric distribution system at "Primary Voltage" and they are eligible for the "Primary Voltage Discount"

   "Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.
3. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power markets.
4. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years, including any renewals, unless terminated in accordance with the ESA. In order to maintain a guarantee of future electric service capacity, the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

5. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

6. If a customer's Installed Capacity exceeds 49,999 kW, the City may in its sole discretion~~may~~ require the customer to take service under a separate service arrangement and a separate rate schedule.

7. Service rendered under this rate is subject to the City's Rules and Regulations, provided that Section 13.04.230 shall not apply.

8. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six (6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity to serve other customers. Customer's utilization of capacity shall be the maximum kilowatt demand established by Customer for any fifteen (15) minute period during the month, as indicated or recorded by a demand meter.

B. Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

C. Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to the City under its Rules and Regulations. In addition, the City shall have the right to forecast the customers' projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

D. Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within five days after receipt. The City immediately applies any cash prepayment amount (defined below) or draws on any letter of credit provided by the customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay an invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

E. Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section O below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to the customer's invoice for electric service, and the customer shall pay any amounts owed to the City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by the customer in accordance with this subsection (E). The prepayment amount shall remain in place until December 31 of the year following the year of the

termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

F. Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section G herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

G. Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a minimum credit rating of A-from S&P or Fitch, or a minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity providing the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to, an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

H. Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

I. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its

obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

J. Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $27,349.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

K. Monthly Rate.

1. Customer Charge: $8,125 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section O below.

L. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

M. Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon historical actual power supply costs since the implementation of the energy rate rider and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

ERR ($/kWh) = ((Power Costs – Energy Revenues) + (TAB-AAB))/TL

Where:

ERR = New Energy Rate Rider

Power Costs = All forecasted power supply costs for the VLC&I class during the 6-month forecast period, broken down into five components:

1. Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
    a. Net settlement of PPA contracts
    b. Settlement of CRR hedges
    c. REC revenues
    d. Resource QSE fees and resource administrative charges.
    e. PTP obligations
4. ERCOT Fees and Ancillary Services, including:
    a. Ancillary services
    b. Other ERCOT fees
    c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
    a. LRS and/or directly allocated allocation of purchased power consulting costs
    b. LRS and/or directly allocated allocation of ERCOT annual membership fee
    c. LRS and/or directly allocated allocation of quarterly ERO fee
    d. LRS and/or directly allocated allocation of securitization costs
    e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

Energy Revenues = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

TAB = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

AAB = Actual Account Balance. Equal to the cumulative operating income from the collection of the Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

TL = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

The ERR may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

N. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner. ~~In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such demand shall be used to determine the Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("Demand Ratchet").~~

O. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or

3. The Demand Ratchet, if specified in Section N of this rate schedule.

Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

P. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Q. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

R. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

S. Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to very large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. The demand charge for a Primary Voltage Customer shall be reduced by $2.11 per kW of Actual Demand.

T. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge~~, energy charge,~~ the ~~greater of the Ratcheted Demand charge , demand charge~~Billed demand charge ~~or minimum demand charge, power cost adjustment, energy rate rider, transmission delivery cost adjustment,~~ and any other authorized charges.

U. Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

Sec. 13.04.0461. Month-to-Month Very Large Commercial & Industrial Service.

A. Availability: If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate:

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Energy Rate Rider. In addition to the charges identified in B and C, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

E. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner.~~In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such demand shall be used to determine the Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("Demand Ratchet").~~

F. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or

2. The contract minimum demand, if applicable, or

3. The Demand Ratchet, if specified in Section E of this rate schedule.

G. Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

H. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~I.~~ Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity~~,~~ or as otherwise provided in the Electric Service Agreement between customer and City.

I. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge, ~~energy charge, the greater of the Ratcheted Demand charge ,~~ Billed demand charge~~ or minimum demand charge, power cost adjustment, energy rate rider, transmission delivery cost adjustment~~, and any other authorized charges.

J. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

5. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

6. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

7. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

8. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

K. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.050. Electric vehicle (EV) charger service.

A. Availability.

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure whose design load is equal to or greater than 500 kW but less than 2,000 kW during any billing period, as determined in accordance with Section 13.04.012.

2. This rate is available only where the customer's electric service is primarily used to supply electric vehicle charging load, as determined by the City.

3. Customers must provide sub metered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.

4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.

2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, applied to Billed Demand.

i. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

1. The customer's Actual Demand, as defined in Section 13.04.012;

2. Five hundred kilowatts (500 kW); or

3. The Ratcheted Demand.

ii. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of the highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing months from the month in which the highest Demand is measured.

iii. Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer's Actual Peak Demand or the customer's Design Load, as determined by the City.

4. Minimum Bill: The minimum bill shall consist of the customer charge plus the minimum demand charge.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $134.77 per month.

2. Energy Charge: $0.0715 per kWh.

3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.060. Power Pedestal service.

A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and

2. cannot be reasonably billed to end users under another applicable rate schedule; and

3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.

B. *Net Monthly Rate.*

1. Customer Charge: $0.00 per month.

2. Energy Charge: $0.1205 per kWh.

3. Minimum Bill: $0.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's Rules and Regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.
2. 200 watt HP or equivalent L—$14.50 per month, per light.
3. 250 watt HPL or equivalent—$16.70 per month, per light.
4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's Rules and Regulations.

Sec. 13.04.071. Reserved.

Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

$$CF = (A) - (B)$$

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

$$CF = (A) - (B)$$

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.081. Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a "curtailment event"), under any of the following circumstances:
   1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
   2. During events of force majeure;
   3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
   4. During planned outages or maintenance activities.

   All customers served by the City are subject to curtailment events.

C. Force majeure. "Force majeure" means an event or circumstance that:

   1. Prevents a party from performing its obligations under this Article;
   2. Is beyond the reasonable control of such party;
   3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
   4. Is not the result of such party's negligence or fault; and
   5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

   Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in

regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

Sec. 13.04.082. Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion, interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

    1. Implementing operational restrictions;
    2. Temporarily disconnecting or limiting electric service; or
    3. Undertaking corrective measures directly.

    The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

Sec. 13.04.083. Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

B. City Consent Required.: Customer shall not enroll in, participate in, or otherwise commit Load served to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs ("**Maximum Permissible Load Participation**"). City has the right to withdraw attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs

b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "**Customer Minimum Load**"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customer without liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement.

Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Month-to-Month Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00
Month-to-Month Very Large Commercial & Industrial	$25.00

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

   a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

   b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

Sec. 13.04.085. Reserved.

Sec. 13.04.090. Reserved.

Secs. 13.04.095, 13.04.100. Reserved.

~~ARTICLE I. ELECTRIC RATES[1]~~

Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed, and prescribed as set forth in Sections 13.04.010 through 13.04.100. ~~Service~~Electric service rendered under this Article is subject to the City's Rules and Regulations~~.~~, engineering standards and service standards.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

Sec. 13.04.011 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Actual Demand.** Actual Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.
2. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions, including substation and feeder capacity.
3. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand shall be based on the highest of the measured Peak Demand, minimum demand, ratcheted demand (where applicable), power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.
4. **City**. The City of Georgetown, Texas, [a home rule municipal corporation that owns and operates a municipal electric utility system known as Georgetown Utility Systems].
5. **City's Rules and Regulations**. City's ordinances, policies, rate schedules, including description of utility services, billing adjustments, policies, service rules and regulations, and other regulatory measures enacted or adopted by City, including its departments, boards and commissions, as may be amended from time to time by the City in its sole discretion, all said regulations being duly adopted.
6. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.

7. **Customer or customer**. A person who is currently receiving retail electric service from City in the person's own name or the name of the person's spouse, or the name of an authorized representative of a partnership, corporation, or other legal entity receiving retail electric service from City.

8. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

9. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site-specific infrastructure, designed and installed by City at the Facility and designated to serve the Customer's load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions. Installed Capacity includes substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

10. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

11. **Peak Demand.** Peak Demand means the highest Actual Demand recorded for a customer during the applicable billing period, expressed in kilowatts (kW), and measured over a 15-minute interval, or such other interval as established by the City's metering standards.

12. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, Load Analysis, Electric Line Extension, and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

Sec. 13.04.012. Customer classification and demand determination.

A. Customer Classification

1. Regardless of Design Load, Actual Demand, Installed Capacity, or other classification criteria, a customer shall be assigned to the rate schedule applicable to the premises' final intended use, which may differ from the use during construction, as determined by the City from the customer's application and other reasonably required documentation.

B. Initial Rate Classification

1. For new or modified service under 2,000 kW, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For new or modified service with a Design Load of 2,000 kW or greater, the City shall assign the applicable rate class based on the customer's Installed Capacity or Allocated Capacity on the date of initial energization, as determined solely by the City.

3. For Customers requesting service at existing premises, the City shall not automatically assign the prior customer's rate classification. The City shall consider the following in determination the appropriate rate classification:

i. If the new customer's expected use is substantially similar to the prior use, the City may use recent demand history to establish the initial rate classification.

ii. If demand history is unavailable or not representative, the City may require a Load Analysis and classify the customer based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or other service facilities do not determine the customer's rate classification or service entitlement.

iii. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

iv. The City may reclassify the customer's initial rate classification based on actual usage and Demand data as outlined in Section C below.

C. Rate Class Reclassification based on Demand

1. This subsection applies only to customers with a Design Load or Installed Capacity under 2,000 kW.

2. The City shall reclassify a customer to a higher rate class if the customer's Actual Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within a consecutive twelve (12) month period . The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

3. Upon customer's request, the City may reclassify a customer to a lower rate class if the customer's Actual Demand remains below the applicable demand threshold for twelve (12) consecutive months. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

4. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

5. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

6. A customer shall not be eligible for a reduction in rate class based on Actual Demand if the customer has incurred two or more delinquencies within the preceding twelve-month period.

Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to single-phase residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings. For residential customers other than single-phase, the City, at its sole discretion, may review and apply another appropriate rate schedule for such customer. .

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule ~~maybe~~may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric

service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.

2. Energy Charge: $0.0978 per kWh.

3. Minimum Bill: $25.32 per month.

4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. ~~1.~~ Request for low-income discount must be made in writing.

2. ~~2.~~ To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program or such other federal, state, and local government entitlement programs that meet the 200 percent Federal Poverty Income Level (FPIL) eligibility guidelines and are approved by City, and provide verifiable proof of that participation, such as an award letter or other official documentation.

~~3.~~ Requests for the low-income discount must be renewed annually.

Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the ~~City of Georgetown (COG)~~City's electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with ~~COG~~City, and ~~COG~~City has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to, solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's ~~installed capacity~~Installed Capacity must be no greater than ten kW-DC (~~kilo watts~~kilowatts direct current) and ~~receives~~receive service at 600 volts or less.
- DER facility is located at the customer's premises, or that is appropriately connected to ~~COG's~~City's electric distribution system, as solely determined by ~~COG~~City.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by ~~COG~~City at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are

used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from ~~COG~~City to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to ~~COG~~City (renewable energy - received), as applicable.

"DER ~~meter~~Meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to ~~COG~~City, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to ~~COG~~City during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. ~~COG~~City pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by ~~COG~~City to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay ~~COG~~City per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. ~~COG~~City pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by ~~COG~~City (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by ~~COG~~City (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change ~~and~~ as described herein.

Residential Service:

1. Base Rate: $25.32 per month.
2. Volumetric Energy Charge: $0.0978 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right)=\frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right)+Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1-Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for ~~COG's~~City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).
5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a ~~COG~~City Electric Customer: $51.05 per month.
2. Volumetric Energy Charge: $0.0921 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right)=\frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right)+Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1-Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for ~~COG's~~City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).
5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by ~~COG~~City according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) ~~COG~~City receives from NEM customers cannot be greater than the volumetric energy (kWh) ~~COG~~City delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by ~~COG~~City. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other ~~COG~~City charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

Sec. 13.04.020. Small general service.

A. ~~A.~~ Availability. Applicable to ~~all commercial and general service consumers~~nonresidential customers whose ~~demands for all uses are~~Actual Demand is equal to or less than ~~50~~ 49 kilowatts (kW) and whose uses are not covered by ~~a~~another specific rate schedule ~~and the metered outdoor lighting of sports fields and arenas in~~

~~which 85 percent of the connected electric load is attributable to the lighting as verified by the City, up to 75 kW of connected load. Service rendered under this rate is subject to the City's Rules and Regulations.~~ .

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.
2. Energy Charge: $0.0921 per kWh.
3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.025. School services.

A. Availability. ~~Available~~Applicable to electric ~~services required by those customers designated as~~ service provided to a school ~~by the City. Service rendered~~, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and
2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate ~~is subject to the City's Rules and Regulations.~~ shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.
2. Energy Charge: $0.1174 per kWh.
3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.

2. Energy Charge: $0.04600 per kWh.

3. Demand Charge: $19.99 per kW per month.

4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to Municipal water and wastewater pumping service locations that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. ~~E~~Primary voltage customers' Actual Demand will be reduced (credited) by $2.24/kW.

F. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.035. Large general service.

A. ~~A.~~ Availability. Applicable to nonresidential customers whose ~~design load~~ Actual Demand is equal to or ~~actual usage exceeds~~greater than 50 kilowatts (kW ~~of peak demand,~~) but ~~does not exceed 500~~ less than 499 kilowatts (kW ~~of peak demand,~~), and whose uses are not covered by ~~a~~another specific rate schedule~~. Service rendered under this rate is subject to the City's Rules and Regulations.~~ , as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.

2. Energy Charge: $0.0668 per kWh.

3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.

4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~E~~E. Minimum Bill. The minimum bill for Large general service shall consist of the customer charge plus the minimum Billed Demand charge.

F. Minimum Billed Demand. The minimum demand for the Large general service class is 50 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.040. Commercial and industrial (C&I).

A. ~~A.~~ Availability. Applicable to nonresidential customers whose ~~design load~~ Actual Demand is equal to or ~~actual usage exceeds~~ greater than 500 kilowatts (kW~~ of peak demand,~~) but ~~does not exceed~~less than 1,999 kilowatts (kW), and whose Installed Capacity is less than 2,000 ~~kW of peak demand~~kVa, and whose uses are not covered by ~~a~~another specific rate schedule~~. Service rendered under this rate is subject to the City's Rules and Regulations.~~ , as determined in accordance with Section 13.04.012.

B. ~~B.~~ Net Monthly Rate.

1. ~~1.~~ Customer Charge: $357.35 per month.

2. ~~2.~~ Energy Charge: $0.0577 per kWh.

3. ~~3.~~ Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.

4. ~~4.~~ Minimum Bill: $8,527.35 per month.

C. ~~C.~~ Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. ~~D.~~ Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. ~~E.~~ Minimum Bill. The minimum bill for commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the commercial and industrial class is 500 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.045. Large commercial and industrial (C&I) service

A. ~~A.~~ Availability. Applicable to ~~large commercial and industrial~~non-residential customers whose ~~installed capacity is 2,000 kW~~Installed Capacity or Allocated Capacity is equal to or greater than 2,000 kilowatts (kW) but less than 10,000 kilowatts (kW~~ and whose uses are not covered by another specific rate~~), as determined in accordance with Section 13.04.012. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule~~.~~ to enter into an electric service agreement with the City ("Electric Service ~~rendered under this rate is subject to the City's rules and regulations. "Installed capacity" means the maximum allowed distribution infrastructure capacity designed, installed, and allocated for a customer based on their specified load requirements, including peak demand and energy needs. This capacity ensures sufficient distribution infrastructure to meet peak demand under normal operating conditions.~~ Agreement").

B. ~~B.~~ Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.0543 per kWh.

3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.

4. Minimum Bill: $39,820.71 per month.

C. ~~C.~~ Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. ~~D.~~ Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. ~~E.~~ Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. ~~F.~~ Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. ~~G.~~ Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the ~~billed demand~~Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing ~~cycle billed demand~~cycle's Billed Demand applicable to the customer.

H. ~~H.~~ Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. ~~Applicability.~~ Applicable to large commercial and industrial customers ~~taking~~that receive electric service at primary distribution voltage ~~("primary voltage customers").~~ and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage ~~customers demand rate~~customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount~~—~~ Update. The primary voltage discount will be reviewed and may be adjusted ~~on an annual or less frequent basis~~periodically as determined by the City.

I. ~~I.~~ Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.0451. Month-to-Month Large Commercial & Industrial Service.

A. Availability. Applicable to any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City. The customer shall be subject to all provisions herein, as well as the following applicable rates. The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to

recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good-faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate.

1. Customer Charge: $520.71 per month.
2. Energy Charge: $0.08755 per kWh.
3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.
4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.
2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.
3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. ~~A.~~ Availability~~.~~

1. Applicable to ~~very large commercial and industrial~~nonresidential customers whose ~~installed~~Installed Capacity is equal to or greater than 10,000 kW but less than 49,999 kW, including classification based on Installed Capacity where applicable.

2. Customers served under this rate shall be required to receive electric service directly from City's electric distribution system at "Primary Voltage" and they are eligible for the "Primary Voltage Discount"

   "Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

3. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power markets.

4. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years, including any renewals, unless terminated in accordance with the ESA. In order to maintain a guarantee of future electric service capacity ~~is greater than ten MW but less than 51 MW.~~ , the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

5. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

6. If a customer's Installed Capacity exceeds 49,999 kW, the City may in its sole discretion require the customer to take service under a separate service arrangement and a separate rate schedule.

7. Service rendered under this rate is subject to the ~~City's~~City's Rules and Regulations, provided that Section 13.04.230 shall not apply. ~~All customers eligible for this rate schedule must also enter into an electric service agreement with the City ("Electric Service Agreement"). "Installed~~

8. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six (6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity~~" means the maximum allowed distribution infrastructure~~ is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity ~~designed, installed, and allocated for a customer based on their specified load requirements, including peak demand and energy needs. This~~to serve other customers. Customer's utilization of capacity ~~ensures sufficient distribution infrastructure to meet peak~~shall be the maximum kilowatt demand established by Customer for any fifteen (15) minute period during the month, as indicated or recorded by a demand ~~under normal operating conditions.~~ meter.

B. ~~B.~~ Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

C. ~~C.~~ Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to the City under its Rules and Regulations. In addition, the City shall have the right to forecast ~~customer's~~the customers' projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

D. ~~D.~~ Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within ~~seven~~five days after receipt. The City ~~can~~ immediately ~~apply~~applies any cash prepayment amount (defined below) or ~~draw~~draws on any letter of credit provided by the customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay an invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

E. ~~E.~~ Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section O below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to the customer's invoice for electric service, and the customer shall pay any amounts owed to the City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by the customer in accordance with this subsection (E). The prepayment amount shall remain in place until December 31 of the year following the year of the termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

F. ~~F.~~ Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section G herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

G. ~~G.~~ Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the

event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a ~~minimal~~minimum credit rating of A-from ~~either~~ S&P or Fitch, or a ~~minimal~~minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity ~~proving~~providing the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to, an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

H. ~~H.~~ Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

~~I.~~ City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

I. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy,

regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

J. ~~J.~~ Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $~~25,645~~27,349.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

K. ~~K.~~ Monthly Rate.

1. Customer Charge: $~~5,615.50~~8,125 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to ~~billed demand~~Billed Demand as outlined in Section O below.

L. ~~L.~~ Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

~~A. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.~~

M. ~~M.~~ Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon ~~two months of~~ historical actual power supply costs since the implementation of the energy rate rider and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class~~ and the cumulative ERR account balance.~~. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

~~FERR = ({(EC +~~ ERR~~) × TL] HG/L - FHC - SM - FLH - AS)+(~~ ($/kWh) = ((Power Costs – Energy Revenues) + (TAB-AAB))/TL

Where:

~~FERR = Future energy rate rider rounded to the nearest $0.0001/kWh. In no event shall the FERR be less than zero ($0.00)~~

~~EC =~~**ERR** = New Energy ~~charge~~ Rate Rider

Power Costs = All forecasted power supply costs for the VLC&I class ~~(currently at $0.05317/kWh) - subject to revision by rate ordinance~~during the 6-month forecast period, broken down into five components:

~~ERR = Energy rate rider in effect for the historical load period~~

~~TL = Total load = $\Sigma_{i=1}^{n}$ Aggregate VLC&I Energy in kWh adjusted for distribution and transmission losses.~~

~~Where n = the number of hours in the eight month calculation period.~~

~~HG/L = Historical hedge gains or losses = $\Sigma_{i=1}^{n}$(HPi * HVi) + (HVi * (HPi - RTPi))~~

~~Where HPi = Hedge price for hour i~~

~~ALi = Actual load for the class for hour i~~

~~HVi = Hedge volume for hour i~~

~~RTPi = Real time price for the ERCOT South Load Zone~~

~~FHC = Future hedge cost = $\Sigma_{i=1}^{n}$FHVi * FHPi~~

~~Where:~~

~~FHVi = Hedged volume in hour i~~

~~FHPi = Hedge price in hour i~~

~~SMP = Spot market purchases (historic and future) = $\Sigma_{i=1}^{n}$SMPi * LMPi~~

~~Where:~~

~~SMPi = spot market purchases in hour i (can be real-time LMP or day-ahead LMP)~~

~~LMPi = LMP for the ERCOT South Load Zone in hour i~~

~~LMP means the locational marginal price~~

~~FLH = Future load hedges = $\Sigma_{i=1}^{n}$FLHi * FPi~~

~~Where:~~

~~FLHi = Future forecasted load to be hedged in hour i~~

~~FPi = Future price in hour i (for future prices the imputed real-time LMP will be used) FLH and SMP are mathematically the same if there are no future hedge volumes to be traded.~~

~~AS = Ancillary service costs = $\Sigma_{i=1}^{n}$ASi * TLi~~

~~Where:~~

~~ASi = Historical ancillary service costs in hour i and the forecasted ancillary service costs for hour i for future load~~

~~TLi = Total Load served, or to be served in hour i~~

~~TAB = Target account balance - the targeted energy rate rider account balance established by the City Manager, General Manager or their respective designees to stabilize the cost of wholesale power to the VLC&I rate class.~~

1. ~~AAB = Actual account balance - the~~ Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
    a. Net settlement of PPA contracts
    b. Settlement of CRR hedges
    c. REC revenues
    d. Resource QSE fees and resource administrative charges.
    e. PTP obligations
4. ERCOT Fees and Ancillary Services, including:
    a. Ancillary services
    b. Other ERCOT fees
    c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
    a. LRS and/or directly allocated allocation of purchased power consulting costs

b. LRS and/or directly allocated allocation of ERCOT annual membership fee
c. LRS and/or directly allocated allocation of quarterly ERO fee
d. LRS and/or directly allocated allocation of securitization costs
e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

Energy Revenues = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

TAB = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

AAB = Actual Account Balance. Equal to the cumulative operating income from the collection of the ~~energy rate rider~~Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

TL = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

The ERR ~~(and the FERR above)~~ may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

N. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner.

O. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The Demand Ratchet, if specified in Section N of this rate schedule.

Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

P. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Q. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

R. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the ~~.~~ Billed Demand for that billing cycle.

S. Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to very large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. The demand charge for a Primary Voltage Customer shall be reduced by $2.11 per kW of Actual Demand.

T. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge, the Billed demand charge and any other authorized charges.

U. Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

Sec. 13.04.0461. Month-to-Month Very Large Commercial & Industrial Service.

A. Availability: If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate:

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Energy Rate Rider. In addition to the charges identified in B and C, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

E. Ratcheted Demand. In the event that the actual monthly peak demand of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such new higher peak demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which the highest peak demand is measured ("demand ratchet~~").~~"). The City may establish procedures and methodologies necessary to administer the Demand Ratchet in a consistent and nondiscriminatory manner.

F. ~~O.~~ Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute ~~(~~demand in kilowatts (kW) recorded during the billing period, or ~~30-minute, as~~

2. The contract minimum demand, if applicable~~) demand in kilowatts (kW) recorded during the billing period, or~~

~~2. The contract minimum demand, if applicable, or~~

~~3.~~ , or

3. The ~~demand ratchet~~Demand Ratchet, if specified in Section ~~N~~E of this rate schedule.

G. Billed ~~demand~~Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

~~A. P. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.~~

H. ~~Q.~~ Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Minimum Billed Demand. The minimum demand charge shall be 80 percent of the ~~installed capacity,~~Installed Capacity or as otherwise provided in the Electric Service Agreement between customer and City.

~~R. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the billed demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the billed demand for that billing cycle.~~

~~S. Primary Voltage Discount.~~

~~1. Applicability. Applicable to large commercial and industrial customers taking service at primary distribution voltage ("primary voltage customers").~~

~~2. Monthly Demand Discount Rate. Primary voltage customers demand rate will be reduced (credited) by $2.11/kW.~~

I. ~~T.~~ Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between ~~ten MW~~10,000 kW and less than ~~51 MW~~49,999 kW shall be an amount equal to the sum of the customer charge, ~~energy charge,~~Billed demand charge, ~~power cost adjustment, energy rate rider, transmission delivery cost adjustment,~~ and any other authorized charges.

J. ~~U.~~ Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

5. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

6. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

7. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill

includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

8. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging during the monthly peak 15-minute interval, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

K. Sales Taxes. Sales taxes, where applicable, will be charged to ~~Customer~~the consumer in addition to the above rates.

~~(Ord. No. 2025-47, § 3(Exh. A); Ord. No. 2025-33, § 3(Exh. A); Ord. No. 2024-46, § 4(Exh. B))~~

Sec. 13.04.050. Electric vehicle (EV) charger service.

A. ~~A.~~ Availability. ~~Available to~~

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure ~~providers~~ whose design load is equal to or ~~actual usage exceeds~~greater than 500 kW ~~of peak demand,~~ but ~~does not exceed~~less than 2,000 kW ~~of peak demand, within~~during any billing period, as determined in accordance with Section 13.04.012.

2. This rate is available only where the ~~City of Georgetown~~customer's electric service ~~area and whose uses are not covered by a specific~~is primarily used to supply electric vehicle charging load, as determined by the City.

3. Customers must provide sub metered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.

4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule. ~~Companies must share sub-metered data to qualify for this rate.~~

B. ~~B.~~ Net Monthly Rate.

1. ~~1.~~ Customer Charge: $357.35 per month.

2. ~~2.~~ Energy Charge: $0.0577 per kWh.

3. ~~3.~~ Demand Charge: $16.34 per kW per month, ~~**~~(applied to Billed ~~on greater of actual demand OR~~ Demand.

i. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

1. The customer's Actual Demand, as defined in Section 13.04.012;

2. Five hundred kilowatts (500 kW ~~OR~~); or

3. The Ratcheted Demand.

ii. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of ~~peak~~the highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing months from the month ~~demand over previous 12 month period). First month demand will be equal to system design demand.~~ in which the highest Demand is measured.

~~4. Minimum Bill: $8,527.35 per month.~~

iii. ~~C.~~ Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer's Actual Peak Demand or the customer's Design Load, as determined by the City.

4. Minimum Bill: The minimum bill shall consist of the customer charge plus the minimum demand charge.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. ~~D.~~ Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~A. E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.~~

E. ~~**Sec. 13.04.**~~Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $134.77 per month.

2. Energy Charge: $0.0715 per kWh.

3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.060. ~~Economic development rate~~Power Pedestal service.

~~A.~~ A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and

2. cannot be reasonably billed to end users under another applicable rate schedule; and

3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.

~~Availability. Applicable to entities eligible for economic development incentives from the City in the City's service territory. Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. *Net Monthly Rate.*

~~1. Determined by contractual agreement with the City.~~1. Customer Charge: $0.00 per month.

2. Energy Charge: $0.1205 per kWh.

3. Minimum Bill: $0.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's ~~rules~~Rules and ~~regulations~~Regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.
2. 200 watt HP or equivalent L—$14.50 per month, per light.
3. 250 watt HPL or equivalent—$16.70 per month, per light.
4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's ~~rules~~Rules and ~~regulations~~Regulations.

Sec. 13.04.071. Reserved.

Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.081. ~~Reserved.~~ Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a "curtailment event"), under any of the following circumstances:

1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
2. During events of force majeure;
3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
4. During planned outages or maintenance activities.

All customers served by the City are subject to curtailment events.

C. Force majeure. "Force majeure" means an event or circumstance that:

1. Prevents a party from performing its obligations under this Article;
2. Is beyond the reasonable control of such party;
3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
4. Is not the result of such party's negligence or fault; and
5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

Sec. 13.04.082. ~~Reserved~~ Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion, interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

1. Implementing operational restrictions;
2. Temporarily disconnecting or limiting electric service; or
3. Undertaking corrective measures directly.

The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

Sec. 13.04.083. ~~Reserved~~Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

B. City Consent Required.: Customer shall not enroll in, participate in, or otherwise commit Load served to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs ("**Maximum Permissible Load Participation**"). City has the right to withdraw attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs

b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "**Customer Minimum Load**"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual

Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customer without liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement.

Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Month-to-Month Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00
Month-to-Month Very Large Commercial & Industrial	$25.00

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

Sec. 13.04.085. Reserved.

Sec. 13.04.090. Reserved.

Secs. 13.04.095, 13.04.100. Reserved.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, TITLE 1 ENTITLED "ELECTRIC RATES" OF THE CODE OR ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO ELECTRIC SERVICE RATES FOR VARIOUS CUSTOMER CLASSES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts its electric service rates; and

WHEREAS, the City of Georgetown established its current electric rates in 2025; and

WHEREAS, the City of Georgetown has completed a cost-of-service study for the electric utility; and

WHEREAS, the City Council desires to implement rates which fully recover the cost of electric service; and

WHEREAS, the City Council of the City of Georgetown wishes to amend the current electric service rates and adopt the proposed rates, effective on all electric utility services for the entire service period at the rate that was effective on the end date of the service period, on and after **October 1, 2026**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Title 1 of Chapter 13.04 entitled "Electric Rates" of the Code of Ordinances is hereby amended and replaced in its entirety as shown in **Exhibit A**.

Section 4. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect on October 1, 2026, in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ day of _____, 2026.

ATTEST: **THE CITY OF GEORGETOWN**

_____ By: _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT "A"

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
First Reading - Civil Service Strength of Force Ordinance

SUGGESTED ACTION:
First Reading of an Ordinance establishing the classifications and number of positions (Strength of Force) for all the City of Georgetown Fire Fighters and Police Officers pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Robyn Iverson, Senior Human Resources Generalist

ITEM SUMMARY:

Chapter 143 of the Texas Local Government Code, Section 143.021, requires that the governing body of a municipality shall establish classifications and numbers of positions by ordinance. This ordinance supplements the Ordinance that adopts the Annual Operating Budget Plan as the ordinance that establishes the classifications and numbers of positions. This "Strength of Force" Ordinance separates and details the specific classifications and numbers of Civil Service positions.

The changes reflected on this Strength of Force are as follows:

Fire: Effective October 1, 2026, Increase to the total number of positions by six (6) from one-hundred and seventy-five (175) to one-hundred and eighty-one (181).

1. Increase authorization by six (6) at the rank of Firefighter and/or Paramedic from ninety-two (92) to ninety-eight (98).
2. Classification of Fire Driver changed to Engineer to reflect Meet & Confer rank structure update.
3. Classification of Paramedic II changed to Paramedic FTO to reflect Meet & Confer rank structure update.

Police: Effective October 1, 2026, Increase to the total number of positions by three (3) from one-hundred and fourteen (114) to one-hundred and seventeen (117).

1. Increase authorization by three (3) at the rank of Police Officer/Detective from eighty-seven (87) to ninety (90).

FINANCIAL IMPACT:
All funding included in FY27 budget.

SUBMITTED BY:
Robyn Iverson, Human Resources and OD

ATTACHMENTS:
Strength of Force Ordinance Redline
Strength of Force Ordinance Clean

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING A CHANGE TO THE CIVIL SERVICE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, the civil service system is governed by Chapter 143 of the Texas Local Government Code; and

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality establish classifications and numbers of positions by ordinance; and

WHEREAS, the City Council finds that the civil service classifications and number of positions shall be amended as stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026~~5~~
Assistant Chief	3
Fire Battalion Chief	7
Fire Marshal	1
Fire Captain	27
EMS Captain	4
Deputy Fire Marshal	4
Fire & Life Safety Specialist	6
~~Fire Driver~~Engineer	24
Paramedic ~~II~~FTO	7
Firefighter and/or Paramedic	~~92~~ 98 (*3)
Total	~~175~~**181**

The classification of the three (3) Assistant Chiefs and the one (1) Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

*The beginning classifications of Firefighter and Paramedic may be staffed by the department head in any combination totaling ~~92~~98, the total authorized ~~175~~ 181 positions include three (3) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification ~~October 1, 2025~~	~~Effective April~~October 1, 2026
Assistant Chief of Police	~~1~~	1
Police Commander	~~2~~	2
Police Lieutenant	~~9~~	9
Police Sergeant	~~15~~	15
Police Officer / Detective	~~86(*2)~~	~~87~~90(~~*~~**2)
Total	~~113~~	~~114~~**117**

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.
~~*The total authorized 113 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.~~
~~*~~**The total authorized ~~114~~ 117 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

Section 4. All positions, other than the position immediately below the Department Head,

shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position(s).

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect October 1, 2026~~5~~.

PASSED AND APPROVED on First Reading on the____day of_____, 2026~~5~~.

PASSED AND APPROVED on Second Reading on the____day of_____,

2026~~5~~.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING A CHANGE TO THE CIVIL SERVICE CLASSIFICATIONS AND NUMBER OF POSITIONS FOR ALL CITY OF GEORGETOWN FIRE FIGHTERS AND POLICE OFFICERS PURSUANT TO CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the citizens of the City of Georgetown, Texas have adopted the civil service system for its fire and police departments; and

WHEREAS, the civil service system is governed by Chapter 143 of the Texas Local Government Code; and

WHEREAS, Local Government Code, Section 143.021, requires that the governing body of a municipality establish classifications and numbers of positions by ordinance; and

WHEREAS, the City Council finds that the civil service classifications and number of positions shall be amended as stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The classification plans for classified positions in the Fire and Police Departments shall be as follows:

PART ONE – FIRE DEPARTMENT

The following classifications of firefighters in the Fire Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026
Assistant Chief	3
Fire Battalion Chief	7
Fire Marshal	1
Fire Captain	27
EMS Captain	4
Deputy Fire Marshal	4
Fire & Life Safety Specialist	6
Engineer	24
Paramedic FTO	7
Firefighter and/or Paramedic	98 (*3)
Total	**181**

The classification of the three (3) Assistant Chiefs and the one (1) Fire Marshal are appointed by the head of department pursuant to the current Meet & Confer Agreement between the City of Georgetown and the Georgetown Associations of Professional Fire Fighters.

*The beginning classifications of Firefighter and Paramedic may be staffed by the department head in any combination totaling 98, the total authorized 181 positions include three (3) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

PART TWO – POLICE DEPARTMENT

The following classifications of officers in the Police Department shall exist effective on and after the dates set forth herein under the provisions of Chapter 143 of the Texas Local Government Code. These classifications and no others shall exist effective on and after the dates set forth herein with the number shown indicating the number of positions in each classification.

Classification	Number in Classification October 1, 2026
Assistant Chief of Police	1
Police Commander	2
Police Lieutenant	9
Police Sergeant	15
Police Officer / Detective	90(*2)
Total	**117**

The one (1) Assistant Police Chief is appointed by the head of the department, and serves at the pleasure of the Department Head, in accordance with Local Government Code, Section 143.014.
*The total authorized 117 positions include two (2) over hires, authorizing the Department to hire beyond immediate need while training newer staff.

Section 4. All positions, other than the position immediately below the Department Head, shall be filled pursuant to the provisions of Local Government Code, Chapter 143, and eligibility lists applicable to the position(s).

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect October 1, 2026.

PASSED AND APPROVED on First Reading on the____day of_____, 2026.

PASSED AND APPROVED on Second Reading on the____day of_____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Public Hearing on the Proposed FY2027 Drainage Utility Fee

SUGGESTED ACTION:
Public Hearing on the Proposed FY2027 Drainage Utility Fee -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
This hearing provides an opportunity for public comment on the proposed revision of the Drainage Utility Fee.

There is a corresponding action item on this Council agenda to adopt changes to Chapter 13.28 – Drainage Utility.

This public hearing fulfils the requirements of the Texas Local Government Code, Section 552.045 providing public comment on revised drainage charges.

FINANCIAL IMPACT:

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
Public Hearing Stormwater 090826 (002).pdf

Stormwater Rates

September 8, 2026 | City Council

GEORGETOWN
TEXAS
1983

Agenda

- Stormwater Rate Background
- Stormwater Cost of Service Study Review
- Conduct Stormwater Rate Public Hearing

Stormwater Rate Background

GEORGETOWN
TEXAS
1985

Stormwater Rate Background

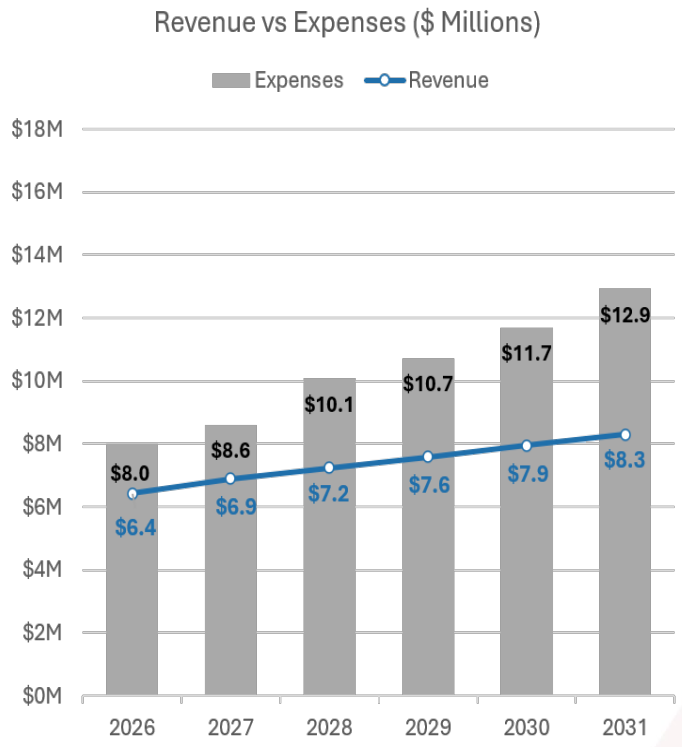
- Stormwater Rate has been $6.50 per Equivalent Residential Unit (ERU) since 2015.
- More than 60% population growth over the last decade has significantly increased stormwater infrastructure maintenance and inspections needs.
- Adherence to the Edwards Aquifer Protection Program through TCEQ.
  - Strict water quality ordinances.
  - Impervious cover limits.
  - Specialized stormwater management plans to prevent groundwater pollution.
- $15.7M in capital investment planned trough FY31.

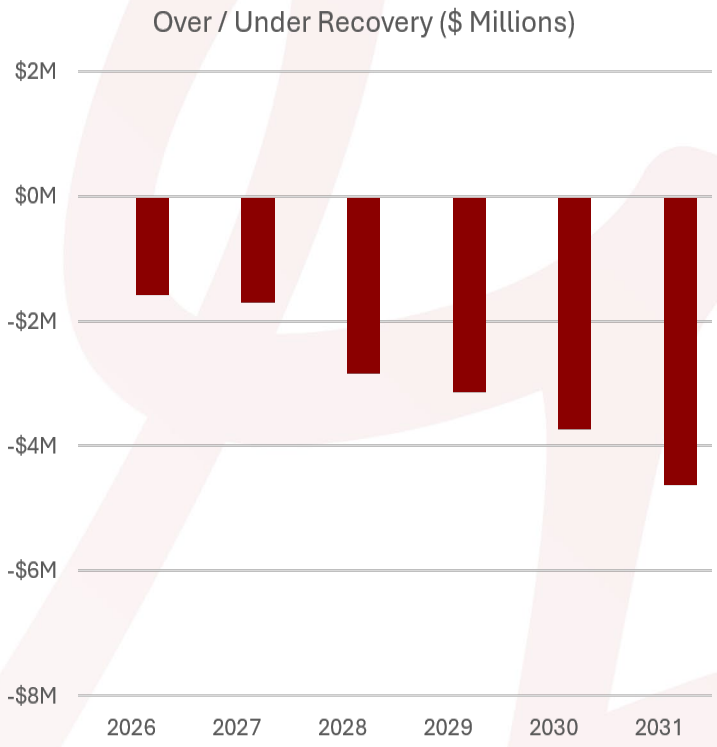
Stormwater Cost of Service Study Review

GEORGETOWN
TEXAS
1987

Stormwater Cost of Service Study Review

- Presented to Council May 26, 2026.
- Current stormwater rates would be insufficient to cover proposed expenses.
- Recommended rate increases in FY27 and FY29 to cover rising expenses and restore fund balance adequacy.





Residential and Nonresidential Rate Impacts

- Residential Impact.
  - Current rate $6.50/ month.
  - Proposed rate $8.00/ month.
- Nonresidential Impact Example.
  - Using 10.0 ERU (average nonresidential property).
    - Current rate $65.00/ month.
    - Proposed rate $80.00/ month.

Next Steps

GEORGETOWN
TEXAS 1990

Next Steps

- As required by state law, notice of the public hearing was published in the Williamson County Sun on Aug. 5, Aug. 9, and Aug. 23.
- Sept. 8: Regular meeting: Public hearing and 1st reading of Chapter 13.28. – Drainage Utility to include rates.
- Sept. 22: Regular meeting: 2nd reading of Chapter 13.28. – Drainage Utility to include rates.
- Oct. 1: New Stormwater rate in effect.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
First Reading - Amending Chapter 13.28 - Drainage Utility of the City of Georgetown Code of Ordinances

SUGGESTED ACTION:
First Reading of an Ordinance amending Chapter 13.28 – Drainage Utility of the City of Georgetown Code of Ordinances related to privately owned drainage systems, responsible parties, and the Drainage Utility fees -- April Haughey, Assistant Public Works Director

ITEM SUMMARY:
In FY2026, the City's Stormwater Division conducted a cost of service and rate design study to determine the drainage utility fees required to adequately recover the costs of providing services.

The study's objectives were to develop a forecast of drainage utility fees that allows the City to ensure the drainage utility is collecting the appropriate amount of revenue to:

- Operate the drainage utility.
- Adhere to the stormwater strategic plan adopted in 2024.
- Fund internal City allocations.
- Establish and maintain a debt service reserve balance for debt service obligations.
- Comply with fiscal and budgetary policy requirements related to franchise fees and payments in lieu of taxes.

The City's consultant, NewGen Strategies, assisted with this effort.

The study conducted the current revenues generated by the City's current drainage utility fees will not support the projected operating, debt service, and reserve requirements of the drainage utility. A rate increase is necessary to increase revenues so that the City's drainage utility operating and capital needs are met, and the City maintains reserve levels.

In order to increase revenues that will sustain the drainage utility, NewGen recommended the following rate increases for the City's drainage utility fee.
Recommended Rate Increase: $6.50 per billing unit per month to $8.00 per billing unit per month.

Additionally, this chapter was adopted in 2012 with only a rate change in 2015. Necessary changes are needed to capture updates to State Law, align with current best practice, address new requirements from TCEQ, and mitigate a billing concern identified with nonresidential property owners.

FINANCIAL IMPACT:
Projected revenue for FY2027 is $8,227,550 for Fund 640 Stormwater Services.

SUBMITTED BY:

Lauren Wilson, Public Works

ATTACHMENTS:
Ch. 13.28 Stormwater Presentation.pdf
Stormwaater Drainage Ordinance Amending 13.28.pdf
Exhibit A Chapter 13.28 2026 Clean.pdf
Chapter 13.28 redline changes 08.2026.pdf

Drainage Utility Ordinance Update First Reading

September 8, 2026 | City Council

GEORGETOWN TEXAS 1994

Background

- Chapter 13.28 – Drainage Utility was adopted in 2012 with only a rate update in 2015.
- Changes to State Law needed to be captured in Ordinance.
- Stormwater cost of service study completed and presented to Council May 26, 2026.
- Discussions between Stormwater and Utility Billing identified concern with billing nonresidential property owners.
  - 7 of top 10 unpaid accounts are drainage only.
- Address new requirements from TCEQ to regulate inspections and maintenance of private stormwater infrastructure.

Proposed Amendments

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GEORGETOWN
TEXAS
1996

Proposed Amendments

- Minor language cleanup throughout the ordinance for consistency.
- Define privately owned drainage systems.
- Establish maintenance and inspection requirements for privately owned drainage systems.
- Establish the right to access property serviced by the Drainage Utility to inspect, repair, or enforce.
- Update exemptions and penalties to reflect current State Law.

Proposed Amendments

- Sec.13.28.100. – Calculation of Drainage Utility Fees.
  - Billing Unit Impervious Area Value= 2808 square feet
  - Billing Unit rate= $ 8.00 per Billing Unit per month

- Sec.13.28.115. Responsible parties.
  - Nonresidential.
    - Payment is the responsibility of the utility account holder.
    - If no other utilities, payment is the responsibility of the property owner.

Caption

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GEORGETOWN
TEXAS
1999

Caption

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 13.28, TITLED "DRAINAGE UTILITY," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILTIY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.28 OF THE CODE OF ORDINANCES ENTITLED "DRAINAGE UTILITY" AND REVISING STORMWATER DRAINAGE FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown has developed and maintains a municipal drainage system for the collection, conveyance, control, and management of stormwater runoff within the City's incorporated limits; and

WHEREAS, the current ordinances, processes and policies adopted on January 10, 2012, are inadequate to effectively regulate and manage the City drainage system; and

WHEREAS, the City of Georgetown wishes to develop more relevant and applicable ordinances, processes, and polices that are more effective, and

WHEREAS, the City established its current stormwater drainage fees in 2012 and has determined that revisions are necessary to ensure that the stormwater drainage utility is self-supporting and that its fees adequately recover the costs of providing stormwater drainage services; and

WHEREAS, the proposed stormwater drainage fees are necessary to fund the utility's operating expenses and capital improvements; and

WHEREAS, after publication of notice three times in the Williamson County Sun as required by state law, the City Council held a public hearing regarding the proposed stormwater drainage fees on September 8, 2026, in accordance with applicable law; and

WHEREAS, the City Council desires to adopt the proposed stormwater drainage fees, effective for utility bills issued on or after October 1, 2026; and

WHEREAS, the City Council finds that the amendments to Chapter 13.28 set forth herein as Exhibit A are necessary, reasonable, and in the best interests of the City and the public; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 13.28 "Drainage Utility" of the Code of Ordinances, including Section 13.28.100 "Calculation of Drainage Utility Drainage Fees" is hereby amended as shown in Exhibit A.

Section 4. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 5. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in ten (10) days on and after publication in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 8th day of September, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____

Josh Schroeder, Mayor

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

Chapter 13.28

Sec. 13.28.010. - Purpose.

The Drainage Utility is established in order to maintain public health and safety, within the City limits, by protecting the community from the loss of life and property caused by surface water overflows, surface water stagnation and pollution arising from nonpoint source runoff within the boundaries of the service area of the utility, as established in this chapter. Drainage Service for Residential Property is provided at a set fee while Drainage service for nonresidential property will be calculated based on impervious cover. All Drainage Service is offered on nondiscriminatory, reasonable and equitable terms within the service area.

Sec. 13.28.020. - Definitions.

The following definitions shall apply to terms within this chapter:

"Benefitted Property" means an Improved Lot or Tract, within the city limits, to which a drainage service is made available under this chapter

"Billing Unit" means a unit of measure used to calculate the Drainage Utility Fee and is based upon the median horizontal Impervious Area for all the Residential and Nonresidential Property within the City limits.

"Billing Unit Impervious Area Value" means the statistical median Impervious Area for Residential and Nonresidential property in the City limits.

"Cost of service" as applied to a drainage system service to any Benefitted Property means:

1. The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements and interests in land relating to structures, equipment and Facilities used in draining the Benefitted Property;

2. The prorated cost of the acquisition, construction, repair and maintenance of structures, equipment and Facilities used in draining the Benefitted Property;

3. The prorated cost of architectural, engineering, legal and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incidental to planning, providing or determining the feasibility and practicability of structures, equipment and Facilities used in draining the Benefitted Property;

4. The prorated cost of all machinery, equipment, furniture and Facilities necessary or incidental to the provision and operation of draining the Benefitted Property;

5. The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the Benefitted Property;

6. The prorated cost of debt service and reserve requirements of structures, equipment and Facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the City; and

7. The administrative costs of operating a Drainage Utility system.

"Drainage" means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

"Drainage Charge" means:

1. The levy imposed to recover the cost of the service of the City in furnishing Drainage for any Benefitted Property; and

2. An amount made in contribution to funding of future Drainage System construction by the City.

"Drainage Revenue Bonds" means any obligations issued to finance the costs of Facilities payable and secured by a lien on and pledge of Drainage Utility Fees.

"Drainage System" means the Drainage owned or controlled in whole or in part by the City and dedicated to the service of Benefitted Property, including provisions for additions to the system.

"Drainage Utility" means the Public Utility established by the City of Georgetown in Ordinance 92-18.

"Drainage Utility Fee" means the Drainage Charge, including any interest and penalties paid by the owner or tenant of a Benefitted Property for Drainage services provided by the Drainage Utility including, but not limited to, the items described as "cost of service" in the Act.

"Facilities" means the property, either real, personal, or mixed, that is used in providing Drainage and included in the system.

"Impervious Area or Impervious Surface" means a surface which has been compacted or covered with a layer of material, so that it is highly resistant to infiltration by water. Impervious Areas or Surfaces include, but are not limited to, compacted soils, buildings, parking lots, and private ingress/egress roadways.

"Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Municipal Drainage Utility Systems Act or the "Act" means the Texas Local Government Code Section 552.041, et seq., as it may be amended by Texas Legislature from time to time to include, but not by way of limitation, the applicable definitions in the Act.

"Nonresidential Property" means any property used for purposes other than domestic habitation,

including commercial, industrial, institutional, and government activities.

"Nonsource Point Runoff" means Runoff that occurs on surfaces before reaching a channel, river or Drainage System

"Public utility" means a Drainage service that is regularly provided by the City, through City property dedicated to that service, to the Users of Benefitted Property within the service area and that is based on:

1. An established schedule of charges;
2. The use of the police power to implement the service; and
3. Nondiscriminatory, reasonable and equitable terms as determined by the City Council.

"Residential property" means any property platted or used for domestic habitation and platted as a residential development (i.e., single-family residential, mobile homes, etc.) upon which a structure has been placed.

"Runoff" means the water from rain, snowmelt or irrigation that flows over the land surface and is not absorbed into the ground, and that instead flows into streams or other surface waters or land depressions.

"Service area" means the geographic area which shall be served by the City's Drainage Utility, as established by this chapter.

"User" means the person or entity who owns or occupies a Benefitted Property.

"Wholly Sufficient and Privately Owned Drainage System" means land owned and operated by a person other than the Drainage Utility the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of Drainage System.

Sec. 13.28.030. - Establishment of drainage utility and dedication of assets.

The City of Georgetown drainage utility is hereby established as a public utility. The City dedicates all City-owned property, facilities, materials and supplies constituting the City's drainage system on the effective date of the ordinance codified in this chapter. All future acquisitions of real or personal property related to drainage shall be maintained as a part of the drainage utility.

Sec. 13.28.040. - Drainage utility service area.

The service area for the Drainage Utility shall include all property within the City limits, as amended from time to time.

Sec. 13.28.050. - Drainage Utility Fund.

A separate fund shall be created, as of the effective date of the ordinance codified in this chapter, known as the Drainage Utility Fund, for the purpose of identifying and controlling all revenues and expenses attributable to the drainage utility. All Drainage Fees collected by the City and such other moneys as may be available to the City for the purpose of drainage shall be deposited in the Drainage Utility Fund, segregated and completely identifiable in municipal accounts. Such utility revenues

shall be used for the purpose of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and other reasonable and customary charges associated with the operation of a utility for the drainage utility of the City.

Sec. 13.28.055 - Drainage Benefitted Property

It is not required that the revenue from Drainage Utility Fees imposed and collected from any property be used specifically to benefit the same property; rather, any revenue collected from Drainage Utility Fees may be used for any qualified purpose of the Drainage Utility that is in the best interest of the City, as decided by the City Council.

Sec. 13.28.060. - Administration of the drainage utility.

The City Manager or designee shall be responsible for the administration of this chapter and the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the Drainage Charges and the consideration of variances, developing maintenance programs, and establishing Drainage criteria and standards for operation of the Drainage System. The City Manager or designee shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.

Sec. 13.28.061. – Maintenance.

A. Public drainage improvements conveyed by dedication to the City as right-of-way and/or dedicated drainage easements accepted by the City for drainage maintenance shall be under the jurisdiction and maintenance of the City, unless otherwise modified by agreement.

B. Private drainage improvements not conveyed by dedication to the City as right-of-way or drainage easement shall be maintained by the User. The City has the right to do periodic inspections of privately owned and maintained drainage improvements to ensure that the maintenance is being implemented. Failure to maintain will be a violation of this ordinance.

Sec. 13.28.062. – Access.

The employees of the Drainage Utility shall have access, at all reasonable times, to any Benefitted Property serviced by the Drainage Utility, for inspection, repair of the Drainage Utility, or enforcement of this Chapter.

Sec. 13.28.070. –Exempt properties.

A. The following users shall be exempt from payment of the charges established by this ordinance.

   1. Any property to which a mandatory exemption under Section 552.053 of the Local Government Code applies, including:

      a) Property with proper construction and maintenance of a Wholly Sufficient and Privately Owned Drainage System;

      b) Property held and maintained in its natural state, until such time that the property is developed

and all of the public infrastructure constructed has been accepted by the City for maintenance;

c) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City;

2. Any property to which a mandatory exemption under Section 580.003 of the Local Government Code applies including:

a) A state agency; and

b) A public or private institution of higher education.

B. Proof of Exemption. If a User asserts their property is exempt pursuant to this section or any other applicable law, such User has the burden to assert such exemption by filing notice of eligibility for such exemption, and sufficient evidence of entitlement to such exemption, using the procedures for appeal provided in Sec. 13.28.125, below.

Sec. 13.28.080. - Liability for floods and nonpoint source pollution.

Floods from Drainage and stormwater Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with the Drainage Charges. In addition, surface water stagnation and pollution arising from Nonpoint Source Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with Drainage Charges. This chapter does not imply that properties subject to charges shall always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all flood control and water treatment projects to control the quantity and quality of Runoff can be constructed effectively. Nothing whatsoever in this chapter should be construed as or be deemed to create additional duties, on the part of the City, to hold the City liable for any damages incurred in a flood or from adverse water quality, due to drainage runoff. Nothing in this chapter shall be deemed to waive the City's immunity under State law or reduce the need or necessity for flood insurance.

Sec. 13.28.090. - Establishment of Drainage Utility Fees.

A. A Drainage Utility Fee is imposed upon each Improved Lot or Tract, within the City limits, for services and Facilities provided by the Drainage Utility. For purposes of imposing the Drainage Utility Fee, all Improved Lots or Tracts within the City limits are classified into the following three customer categories:

1. Residential Property;

2. Nonresidential Property;

3. Exempt Property

B. Subject to the provisions of this ordinance, there is hereby imposed on each Benefited Property within the City limits, and the owners thereof, a Drainage Utility Fee. This fee must be directly related to drainage and the terms of the levy, and any classification of the Benefited Properties in the City must be nondiscriminatory, equitable, and reasonable. All of the proceeds of this charge are deemed to be in payment for use of the City drainage system.

Sec. 13.28.100. - Calculation of Drainage Utility Fees.

A. A Billing Unit is hereby established and shall be used to calculate the total monthly Drainage Utility Fee for all property located within the City limits, in accordance with the applicable formula, as codified in this section:

1. Billing Unit Impervious Area Value= 2808 square feet

2. Billing Unit rate= $ 8.00 per Billing Unit per month

B. The following formulas shall be used to calculate the number of Billing Units for any Improved Lot or Tract:

1. Residential Property: Total Billing Units= 1.0 Billing Units per dwelling Unit

2. Nonresidential property: Total Billing Units= Impervious Area/Billing Unit Impervious Area Value.

a) When calculating Billing Units for Nonresidential Property, the final figure shall be rounded to the nearest tenth of a Billing Unit.

b) No single property will be charged less than the equivalent of one Billing Unit.

C. The monthly Drainage Utility Fee for Nonresidential Property will be calculated as follows: Number of Billing Units for each property x the Billing Unit Rate.

D. Exceptions

1. Nonresidential Property that produces Runoff, where the Runoff is directed to property that is not within the City's Drainage service area, may pay a reduced rate that is 20% of the standard Drainage Charge.

2. The following formula shall be used to calculate the reduced Drainage Charge: Reduced Drainage Charge = (Impervious Area/Billing Unit Impervious Area Value) x (Billing Unit Rate x 20%)

E. The City Council may review the foregoing schedule of fees at any time and may, by ordinance, increase or decrease the fees within the schedule upon a determination that such increase or decrease is warranted.

Sec. 13.28.110 - Determination of Impervious Area

The City Manager or designee shall be responsible for determining Impervious Area for Nonresidential Property based on data obtained from site plans for the location approved by the City. If such information is not available within City records, measurements of Impervious Area will be provided by the City using survey-grade technology.

Sec. 13.28.115. Responsible parties.

A. Residential Property.

1. Payment of a Drainage Utility Fee imposed on Residential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.

2. Residential Properties that have all other utilities disconnected will not be billed a Drainage Utility Fee. If any other utilities are connected, whether the property is vacant or not, a Drainage Utility Fee will be billed with the other connected utilities.

B. Nonresidential Property.

1. Payment of a Drainage Utility Fee imposed on Nonresidential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. If the Nonresidential Property has all other Utilities disconnected, then Payment of a Drainage Utility Fee is the responsibility of the owner of the property.
3. All Nonresidential Property Drainage Utility Fees will be billed on a monthly basis, regardless of whether the property is occupied or not.

C. Where the utility account holder is exempt under this chapter or state law, the property owner, if not otherwise exempt, shall be billed.

Sec. 13.28.120. Billing and payment—Penalties.

A. Billing

1. Residential Property.
   a. Drainage Utility Fees for Residential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
2. Nonresidential Property.
   a. Drainage Utility Fees for Nonresidential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
   b. Properties without an existing utility account with the City will be billed at the address provided by the owner of the Property. If the owner fails to provide a billing address for Drainage Utility Fees, then the Drainage Utility Fee will be billed at the address provided to the City by the Williamson County Appraisal District.

B. Penalties

1. In accordance with Section 552.050 of the Texas Local Government Code, failure of a User of the Drainage Utility system to pay the charges promptly when due shall subject such User to any remedy or penalty provided by law or in this section, including discontinuance of any utility services provided by the City and placement of a lien against the property, unless it is a homestead as protected by the Texas Constitution or unless the lien is otherwise prohibited as set forth in Section 552.0025 of the Texas Local Government Code.

Sec. 13.28.125. - Adjustment of fees and Appeal Process.

A. Any User who disputes the category of land use, size of commercially developed property, or any other factor upon which the Drainage Charge is based may petition the City Manager or designee, in writing, for a decision on the validity of the requested revision or adjustment of the Drainage Charge and shall set forth in detail the grounds upon which relief is sought.

B. The property owner may submit a certified survey and/or a foundation survey, at the owner's cost, to assist in determining Impervious Area. In order to make a determination, additional information may be required, including but not limited to, survey data approved by a Texas registered professional land survey or a detailed development plan approved by the City of

Georgetown. Failure to provide requested information may result in the denial of the appeal or adjustment request.

C. No request for an appeal will be addressed if the rate per Billing Unit is the only factor disputed. Additionally, no Drainage Utility Fee credit shall be given for the installation of Facilities required by City Codes or State Law.

D. The adjustment of Billing Units as part of an appeals process will stand as the User's basis for future billings, whether higher or lower than the original determination, until such time as future changes in land use cover or customer status may warrant further adjustments.

E. A decision shall be rendered in writing within sixty days of the receipt of the written request. In making a determination to grant or deny an appeal or adjustment request, the City Manager or designee shall consider the potential for any adverse impact to the holders of any outstanding municipal Drainage Revenue Bonds.

Chapter 13.28

Sec. 13.28.010. - Purpose.

The Drainage Utility is established in order to maintain ~~the~~ public health and safety, within the City limits, by protecting the community from the loss of life and property caused by surface water overflows, surface water stagnation and pollution arising from nonpoint source runoff within the boundaries of the service area of the utility, as established in this chapter. Drainage Service for Residential Property is provided at a set fee while Drainage service for nonresidential property will be calculated based on impervious cover. ~~, and~~ All Drainage Service is offered on nondiscriminatory, reasonable and equitable terms within the service area.

Sec. 13.28.020. - Definitions.

The following definitions shall apply to terms within this chapter:

~~"Act" means the Municipal Drainage Utility Systems Act of the Texas Local Government Code.~~

"Benefitted Property" means an Improved Lot or Tract, within the city limits, to which a drainage service is made available under this chapter

"Billing Unit" means a unit of measure used to calculate the Drainage Utility Fee and is based upon the median horizontal Impervious Area for all the Residential and Nonresidential Property within the City limits.

"Billing Unit Impervious Area Value" means the statistical median ~~impervious~~ Impervious ~~area~~ Area for R~~r~~esidential and Nonresidential property in the City limits.

"Cost of service" as applied to a drainage system service to any Benefitted Property means:

1. The prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements and interests in land relating to structures, equipment and Facilities used in draining the Benefitted Property;

2. The prorated cost of the acquisition, construction, repair and maintenance of structures, equipment and Facilities used in draining the Benefitted Property;

3. The prorated cost of architectural, engineering, legal and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incidental to planning, providing or determining the feasibility and practicability of structures, equipment and Facilities used in draining the Benefitted Property;

4. The prorated cost of all machinery, equipment, furniture and Facilities necessary or incidental to the provision and operation of draining the Benefitted Property;

5. The prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the Benefitted Property;

6. The prorated cost of debt service and reserve requirements of structures, equipment and Facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the City; and

7. The administrative costs of operating a Drainage Utility system.

"Drainage" means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

"Drainage Charge" means:

1. The levy imposed to recover the cost of the service of the ~~municipality~~ City in furnishing Drainage for any Benefitted Property; and

2. An amount made in contribution to funding of future Drainage System construction by the City.

"Drainage Revenue Bonds" means any obligations issued to finance the costs of Facilities payable and secured by a lien on and pledge of Drainage Utility Fees.

"Drainage System" means the Drainage owned or controlled in whole or in part by the City and dedicated to the service of Benefitted Property, including provisions for additions to the system.

"Drainage Utility" means the Public Utility established by the City of Georgetown in Ordinance 92-18.

"Drainage Utility Fee" means the Drainage Charge, including any interest and penalties paid by the owner or tenant of a Benefitted Property for Drainage services provided by the Drainage Utility including, but not limited to, the items described as "cost of service" in the Act.

~~"Exempt Property" means land owned by public or private institutions of higher learning, as provided by State law.~~

"Facilities" means the property, either real, personal, or mixed, that is used in providing Drainage and included in the system.

"Impervious Area or Impervious Surface" means a surface which has been compacted or covered with a layer of material, so that it is highly resistant to infiltration by water. Impervious Areas or Surfaces include, but are not limited to, compacted soils, buildings, parking lots, and private ingress/egress roadways.

"Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Municipal Drainage Utility Systems Act or the "Act" means the Texas Local Government Code ~~TEX. LOCAL GOV'T CODE~~ Section 552.041, et seq., as it may be amended by Texas Legislature from time to time to include, but not by way of limitation, the applicable definitions in the Act.

"Nonresidential Property" means any property used for purposes other than domestic habitation, including commercial, industrial, institutional, and government activities.

"Nonsource Point Runoff" means Runoff that occurs on surfaces before reaching a channel, river or Drainage System

"Public utility" means a Drainage service that is regularly provided by the City, through City property dedicated to that service, to the Users of Benefitted Property within the service area and that is based on:

1. An established schedule of charges;
2. The use of the police power to implement the service; and
3. Nondiscriminatory, reasonable and equitable terms as determined by the City Council.

"Residential property" means any property platted or used for domestic habitation and platted as a residential development (i.e., single-family residential, mobile homes, etc.) upon which a structure has been placed.

"Runoff" means the water from rain, snowmelt or irrigation that flows over the land surface and is not absorbed into the ground, and that instead flows into streams or other surface waters or land depressions.

"Service area" means the geographic area which shall be served by the City's Drainage Utility, as established by this chapter.

"User" means the person or entity who owns or occupies a Benefitted Property.

"Wholly Sufficient and Privately Owned Drainage System" means land owned and operated by a person other than the Drainage Utility the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of Drainage System.

Sec. 13.28.030. - Establishment of drainage utility and dedication of assets.

The City of Georgetown drainage utility is hereby established as a public utility. The City dedicates all City-owned property, facilities, materials and supplies constituting the City's drainage system on the effective date of the ordinance codified in this chapter. All future acquisitions of real or personal property related to drainage shall be maintained as a part of the drainage utility.

Sec. 13.28.040. - Drainage utility service area.

The service area for the Drainage Utility shall include all property within the City limits, as amended from time to time.

Sec. 13.28.050. - Drainage ~~utility~~ Utility ~~fund~~Fund.

A separate fund shall be created, as of the effective date of the ordinance codified in this chapter, known as the ~~drainage~~ Drainage ~~utility~~ Utility ~~fund~~Fund, for the purpose of identifying and controlling all revenues and expenses attributable to the drainage utility. All Drainage Fees collected by the City and such other moneys as may be available to the City for the purpose of drainage shall be deposited in the Drainage Utility Fund, segregated and completely identifiable in municipal accounts. Such utility revenues shall be used for the purpose of the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and other reasonable and customary charges associated with the operation of a utility for the drainage utility of the City.

Sec. 13.28.055 - Drainage Benefitted Property

It is not required that the revenue from Drainage Utility Fees imposed and collected from any property be used specifically to benefit the same property; rather, any revenue collected from Drainage Utility Fees may be used for any qualified purpose of the Drainage Utility that is in the best interest of the City, as decided by the City Council.

Sec. 13.28.060. - Administration of the drainage utility.

The ~~Assistant~~ City Manager or designee shall be responsible for the administration of this chapter and the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the Drainage Charges and the consideration of variances, developing maintenance programs, and establishing Drainage criteria and standards for operation of the Drainage System. The ~~Assistant~~ City Manager or designee shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.

Sec. ~~XXXX~~ 13.28.061. – Maintenance.

A. Public drainage improvements conveyed by dedication to the City as right-of-way and/or dedicated drainage easements accepted by the City for drainage maintenance shall be under the jurisdiction and maintenance of the City, unless otherwise modified by agreement.

B. Private drainage improvements not conveyed by dedication to the City as right-of-way or drainage easement shall be maintained by the User. The City has the right to do periodic inspections of privately owned and maintained drainage improvements to ensure that the maintenance is being implemented. Failure to maintain will be a violation of this ordinance.

Sec. ~~XXXX~~13.28.062. – Access.

The employees of the Drainage Utility shall have access, at all reasonable times, to any Benefitted Property serviced by the Drainage Utility, for inspection, repair of the Drainage Utility, or enforcement of this Chapter.

Sec. 13.28.070. – ~~Reserved.~~ Exempt properties.

A. The following users shall be exempt from payment of the charges established by this ordinance.

   1. Any property to which a mandatory exemption under Section 552.053 of the Local Government Code

applies, including ~~without limitation~~:

a) Property with proper construction and maintenance of a Wholly Sufficient and Privately Owned Drainage System;

b) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;

c) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City;

2. Any property to which a mandatory exemption under Section 580.003 of the Local Government Code applies including ~~without such limitation~~:

a) A state agency; and

b) A public or private institution of higher education.

B. Proof of Exemption. If a User asserts their property is exempt pursuant to this section or any other applicable law, such User has the burden to assert such exemption by filing notice of eligibility for such exemption, and sufficient evidence of entitlement to such exemption, using the procedures for appeal provided in Sec. 13.28.125, below.

Sec. 13.28.080. - Liability for floods and nonpoint source pollution.

Floods from Drainage and stormwater Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with the Drainage Charges. In addition, surface water stagnation and pollution arising from Nonpoint Source Runoff may occasionally occur, which exceed the capacity of the Drainage System maintained and financed with Drainage Charges. This chapter does not imply that properties subject to charges shall always be free from flooding or flood damage, surface water stagnation or nonpoint source pollution or that all flood control and water treatment projects to control the quantity and quality of Runoff can be constructed effectively. Nothing whatsoever in this chapter should be construed as or be deemed to create additional duties, on the part of the City, to hold the City liable for any damages incurred in a flood or from adverse water quality, due to drainage runoff. Nothing in this chapter shall be deemed to waive the City's immunity under State law or reduce the need or necessity for flood insurance.

Sec. 13.28.090. - Establishment of Drainage Utility Fees.

A. A Drainage Utility Fee is imposed upon each Improved Lot or Tract, within the City limits, for services and Facilities provided by the Drainage Utility. For purposes of imposing the Drainage Utility Fee, all Improved Lots or Tracts within the City limits are classified into the following three customer categories:

1. Residential Property;

2. Nonresidential Property;

3. Exempt Property

B. Subject to the provisions of this ordinance, there is hereby imposed on each Benefited Property within the City limits, and the owners thereof, a Drainage Utility Fee. This fee must be directly related to

drainage and the terms of the levy, and any classification of the Benefited Properties in the City must be nondiscriminatory, equitable, and reasonable. All of the proceeds of this charge are deemed to be in payment for use of the City drainage system.

Sec. 13.28.100. - Calculation of Drainage Utility Fees.

A. A Billing Unit is hereby established and shall be used to calculate the total monthly Drainage Utility Fee for all property located within the City limits, in accordance with the applicable formula, as codified in this section:

1. Billing Unit Impervious Area Value= 2808 square feet

2. Billing Unit rate= $~~4.75~~ ~~6.50~~ 8.00 per Billing Unit per month

B. The following formulas shall be used to calculate the number of Billing Units for any Improved Lot or Tract:

1. Residential Property: Total Billing Units= 1.0 Billing Units per dwelling Unit

2. Nonresidential property: Total Billing Units= Impervious Area/Billing Unit Impervious Area Value.

   a) When calculating Billing Units for Nonresidential Property, the final figure shall be rounded to the nearest tenth of a Billing Unit.

   b) No single property will be charged less than the equivalent of one Billing Unit.

C. The monthly Drainage Utility Fee for Nonresidential Property will be calculated as follows: Number of Billing Units for each property x the Billing Unit Rate.

~~C.~~D. Exceptions

1. Nonresidential Property that produces Runoff, where the Runoff is directed to property that is not within the City's Drainage service area, may pay a reduced rate that is 20% of the standard Drainage Charge.

2. The following formula shall be used to calculate the reduced Drainage Charge: Reduced Drainage Charge = (Impervious Area/Billing Unit Impervious Area Value) x (Billing Unit Rate x 20%)

E. The City Council may review the foregoing schedule of fees at any time and may, by ordinance, increase or decrease the fees within the schedule upon a determination that such increase or decrease is warranted.

~~D. The City Council finds and determines that the Drainage Utility Fee has been established in accordance with the provisions of the Act.~~

Sec. 13.28.110 - Determination of Impervious Area

The ~~Assistant~~ City Manager or ~~his/her~~ designee shall be responsible for determining Impervious Area for Nonresidential Property based on data obtained from site plans for the location approved

by the City. If such information is not available within City records, measurements of Impervious Area will be provided by the City using survey-grade technology.

Sec. 13.28.115. Responsible parties.

A. Residential Property.

1. Payment of a Drainage Utility Fee imposed on Residential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. Residential Properties that have all other utilities disconnected will not be billed a Drainage Utility Fee. If any other utilities are connected, whether the property is vacant or not, a Drainage Utility Fee will be billed with the other connected utilities.

B. Nonresidential Property.

1. Payment of a Drainage Utility Fee imposed on Nonresidential Property is the responsibility of the person or entity under whose name the utility account is established for the said property.
2. If the Nonresidential Property has all other Utilities disconnected, then Payment of a Drainage Utility Fee is the responsibility of the owner of the property.
3. All Nonresidential Property Drainage Utility Fees will be billed on a monthly basis, regardless of whether the property is occupied or not.

C. Where the utility account holder is exempt under this chapter or state law, the property owner, if not otherwise exempt, shall be billed.

Sec. 13.28.120. Billing and payment—Penalties.

A. Billing

1. Residential Property.
   a. Drainage Utility Fees for Residential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
2. Nonresidential Property.
   a. Drainage Utility Fees for Nonresidential Property shall be billed with the City's other utility charges on a monthly basis and shall be identified separately on the bill as "Drainage Charges".
   b. Properties –without an existing utility account with the City will be billed at the address provided by the owner of the Property. If the owner fails to provide a billing address for Drainage Utility Fees, then the Drainage Utility Fee will be billed at the address provided to the City by the Williamson County Appraisal District.

B. Penalties

1. In accordance with Section 552.050 of the Texas Local Government Code, failure of a User of the Drainage Utility system to pay the charges promptly when due shall subject such User to any remedy or penalty provided by law or in this section, including discontinuance of any utility services provided by the City and placement of a lien against the property, unless it is a homestead as protected by the Texas Constitution or unless the lien is otherwise prohibited as set forth in Section 552.0025 of the Texas Local Government Code.

~~**Sec. 13.28.115 - Responsible Parties**~~

~~A. Residential Property.~~

~~1. Payment of a Utility Drainage Fee imposed on Residential Property is the responsibility of the occupant of the property.~~

~~2. Vacant Residential Properties that have all other utilities disconnected will not be billed a Utility Drainage Fee. If any other utilities are connected, whether the property is vacant or not, a Utility Drainage Fee will be billed, with the other connected utilities.~~

~~B. Nonresidential Property.~~

~~1. Payment of a Utility Drainage Fee imposed on Nonresidential Property is the responsibility of the owner of the property.~~

~~2. All Nonresidential Property Drainage Utility Fees will be billed to the property owner on a monthly basis, regardless of whether the property is occupied or not.~~

~~Sec. 13.28.120. - Billing and payment Penalties.~~

~~A. Residential Property.~~

~~1. Drainage Charges for Residential Property shall be billed with the City's other utility charges and shall be identified separately on the bill as a Drainage Charge. Any charge that is not paid when due shall subject the User to discontinuance of all utility services at that location provided by the City, including electric and water services.~~

~~2. If Drainage is the only utility provided by the City at a location, utilities provided by other companies may be disconnected pursuant to interlocal agreements.~~

~~B. Nonresidential Property.~~

~~1. Drainage Charges for Nonresidential Property shall be billed to the property owner at the address provided by the owner.~~

~~2. Property Owners without an existing utility account with the City and who fail to provide a billing address for Drainage Charges will be billed at the address provided to the City by the Williamson County Appraisal District.~~

~~3. Failure to pay the Drainage Charge will result in the discontinuance of all utility services, including electric and water services, at the location provided by the City, if the property~~

~~owner is also the occupant of the Nonresidential Property.~~

~~4. Any Drainage Charge that is not paid when due may be recovered in an action at law by the City, in addition to any other remedies or penalties provided by this Chapter or State law.~~

Sec. 13.28.125. - Adjustment of fees and Appeal Process.

A. Any User who disputes the category of land use, size of commercially developed property, or any other factor upon which the Drainage Charge is based may petition the ~~Assistant~~ City

Manager or ~~his/her~~ designee, in writing, for a decision on the validity of the requested revision or adjustment of the Drainage Charge and shall set forth in detail the grounds upon which relief is sought.

B. The property owner may submit a certified survey and/or a foundation survey, at the owner's cost, to assist in determining Impervious Area. In order to make a determination, additional information may be required, including but not limited to, survey data approved by a Texas registered professional land survey or a detailed development plan approved by the City of Georgetown. Failure to provide requested information may result in the denial of the appeal or adjustment request.

C. No request for an appeal will be addressed if the rate per Billing Unit is the only factor disputed. Additionally, no Drainage Utility Fee credit shall be given for the installation of Facilities required by City Codes or State Law.

D. The adjustment of Billing Units as part of an appeals process will stand as the User's basis for future billings, whether higher or lower than the original determination, until such time as future changes in land use cover or customer status may warrant further adjustments.

E. A decision shall be rendered in writing within ~~thirty~~ sixty days of the receipt of the written request. In making a determination to grant or deny an appeal or adjustment request, the ~~Assistant~~ City Manager or ~~his/her~~ designee shall consider the potential for any adverse impact to the holders of any outstanding municipal Drainage Revenue Bonds.

~~**Sec. 13.28.130. - Program responsibility.**~~

~~It shall be the duty of the Assistant City Manager or his/her designee to administer the Drainage Utility. The Assistant City Manager shall keep an accurate record of all properties benefitted or served by the services and facilities of the Drainage Utility of the City and to make changes in accordance with the rules and fees established in this Chapter.~~

~~**Sec. 13.28.140. - Drainage utility fund.**~~

~~A. The Drainage Utility fund may consist of one or more accounts. All Drainage Utility Fees shall be deposited, as collected and received, into this fund and shall be used exclusively for the Drainage services as stated in the Act, which includes, but is not limited to, the following:~~

~~1. Operation and maintenance of the Drainage Utility;~~

~~2. Funding of pollution abatement and peak flow attenuation devices constructed on stormwater systems discharging to the surface water of the City;~~

~~3. Administrative costs associated with the management of the Drainage Utility;~~

~~4. Payment of the debt service requirements on any outstanding drainage revenue bonds, including any fees and expenses incidental thereto;~~

~~5. Engineering consultant fees.~~

~~B.~~A. ~~The income derived from the operation of the Drainage Utility must be segregated and completely identifiable from other City accounts.~~

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
First Reading - Woodside MUD Amended and Restated First Amendment to Consent Agreement

SUGGESTED ACTION:
First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Amended and Restated First Amendment to Consent Agreement," between the City of Georgetown, Texas, MK Woodside Development, Inc., and Woodside Municipal Development District No. 1 to revise definitions, the applicable land use plan, tree preservation standards, and notice provisions -- Nick Woolery, Assistant City Manager, and Edgar Garcia, Planning Director

ITEM SUMMARY:
The City and MK Madison, LP, previously entered into a Consent Agreement, dated as of July 12, 2022, and recorded under Document No. 2022087835, Official Public Records of Williamson County, Texas, with respect to 486.324 acres in Williamson County, Texas. MK Development acquired the Land from MKLP. On March 15, 2023, the TCEQ approved the creation of a new "in City" municipal utility district known as "Woodside Municipal Utility District No. 1" over the Land, the District executed the Consent Agreement on April 27, 2023, and the Consent Agreement was rerecorded under Document No. 2023035185 of the Official Public Records of Williamson County, Texas.

The City, MK Development, and the District subsequently entered into the Original First Amendment to the Consent Agreement to set out certain agreements regarding tree mitigation. MK Development has not used such provisions and in lieu of such provisions, City and MK Development wish to adopt the City's new Tree Preservation Requirements in developing their project. Separately, MK Development wishes to convert a portion of the Single Family Residential Development Areas from "Single Family Detached Residential" to "Active Adult Residential", and City staff has reviewed the request and has no concerns with it. Accordingly, City and MK Development wish to modify the Consent Agreement to clarify the applicable tree preservation standards and land use for the project.

FINANCIAL IMPACT:
None at this time

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Ordinance Adopting 1st Amend to Consent Agreement Woodside.pdf
Woodside MUD Amendment (9-8-2026 City Council Meeting).pdf
Restated 1st Amend_Woodside Consent Agreement 9.8.26.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT" BETWEEN THE CITY OF GEORGETOWN, MK WOODSIDE DEVELOPMENT, INC., AND WOODSIDE MUNICIPAL DISTRICT NO. 1 TO REVISE DEFINITIONS, THE APPLICABLE LAND USE PLAN, TREE PRESERVATION STANDARDS, AND NOTICE PROVISIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, on April 27, 2023, the City Council of the City (the "City Council") entered into a Consent Agreement with MK Woodside Development, Inc., and Woodside Municipal District No. 1 and recorded said agreement as Document No. 2023035185 in the Official Public Records of Williamson County, Texas, pertaining to approximately 486.324 acres in Williamson County, Texas; and

WHEREAS, the Parties subsequently amended the Consent Agreement to set out certain agreements regarding tree mitigation and land use; and

WHEREAS, the Woodside parties to the Consent Agreement have requested to revise certain land use and tree preservation provisions as set forth in the Amended and Restated First Amendment to Consent Agreement (the "First Amendment") attached as ***Attachment 1*** to this Ordinance; and

WHEREAS, the City Council desires to approve the First Amendment in substantially the form attached as ***Attachment 1***.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1.

1. The meeting at which this Ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. The City Council hereby finds that the foregoing recitals are true and correct, and the

recitals are hereby incorporated into this Ordinance by reference for all purposes as set forth in full. The City Council hereby finds that this Ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

3. The First Amendment, in substantially the form attached as ***Attachment 1*** to this Ordinance is approved by the City Council and incorporated into this Ordinance for all purposes.

4. The Mayor is authorized to execute this Ordinance and the First Amendment in substantially the form attached hereto as Attachment 1, and the City Secretary is authorized to attest.

SECTION 2.
ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Georgetown, Texas, as amended, except where the provisions of the is Ordinance are in direct conflict with the provisions of such Ordinances and such Code are hereby repealed.

SECTION 3.
SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.
EFFECTIVE DATE

This Ordinance and the Amended and Restated First Amendment to Consent Agreement will become effective in accordance with the terms and conditions stated in the Agreement and the City Charter.

Attachment List:
Attachment 1- Amended and Restated First Amendment to Consent Agreement (including all exhibits and schedules)

CITY OF GEORGETOWN, TEXAS

By: _____
Printed Name:_____
Title:_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

Woodside MUD No. 1

Amended and Restated

1st Amendment to Consent Agreement

September 8, 2026

GEORGETOWN TEXAS 2025

Overview

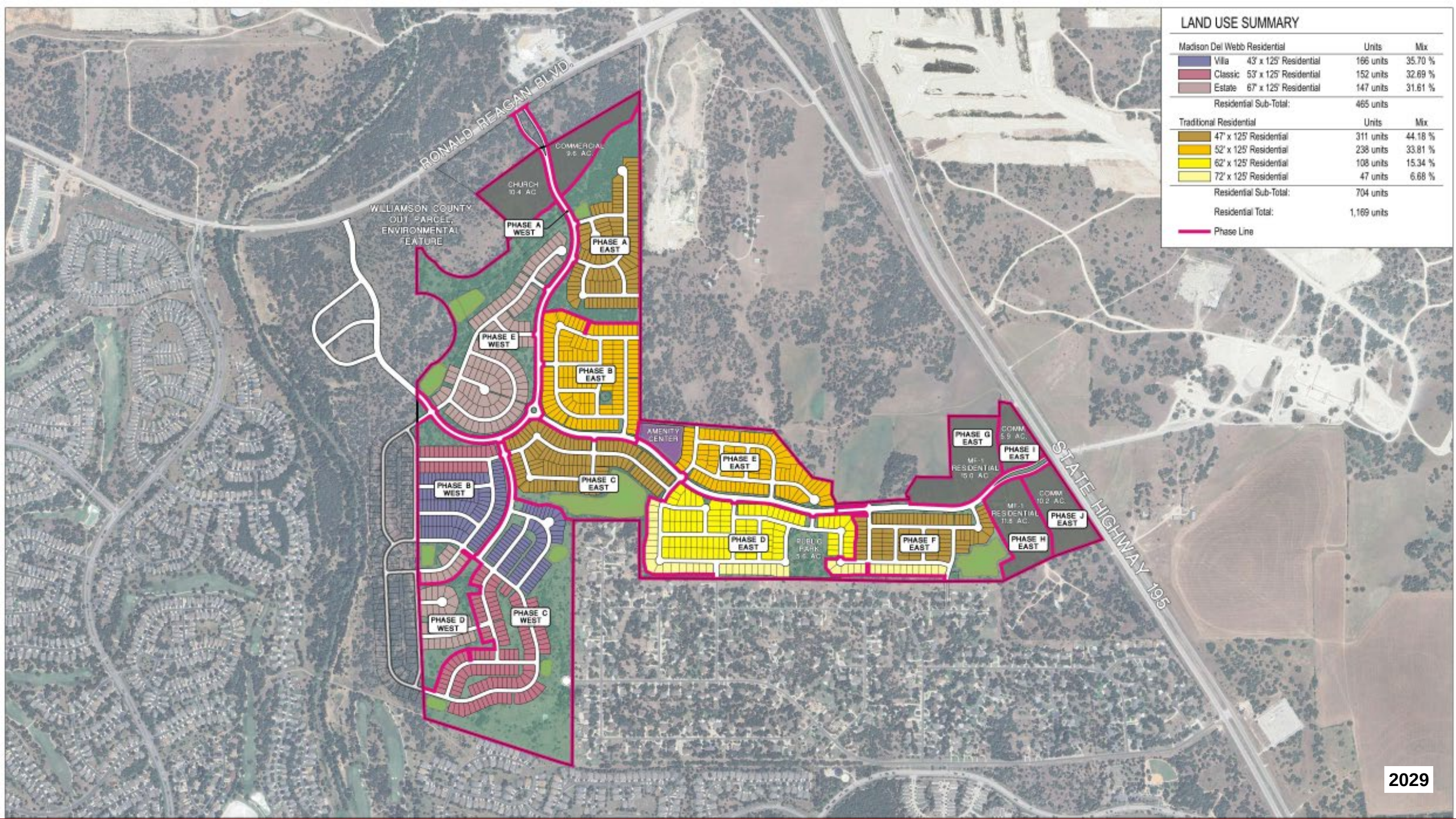
- Background
- Project Location and Description
- Consent Agreement Amendment
- City Council Deliberation and Action

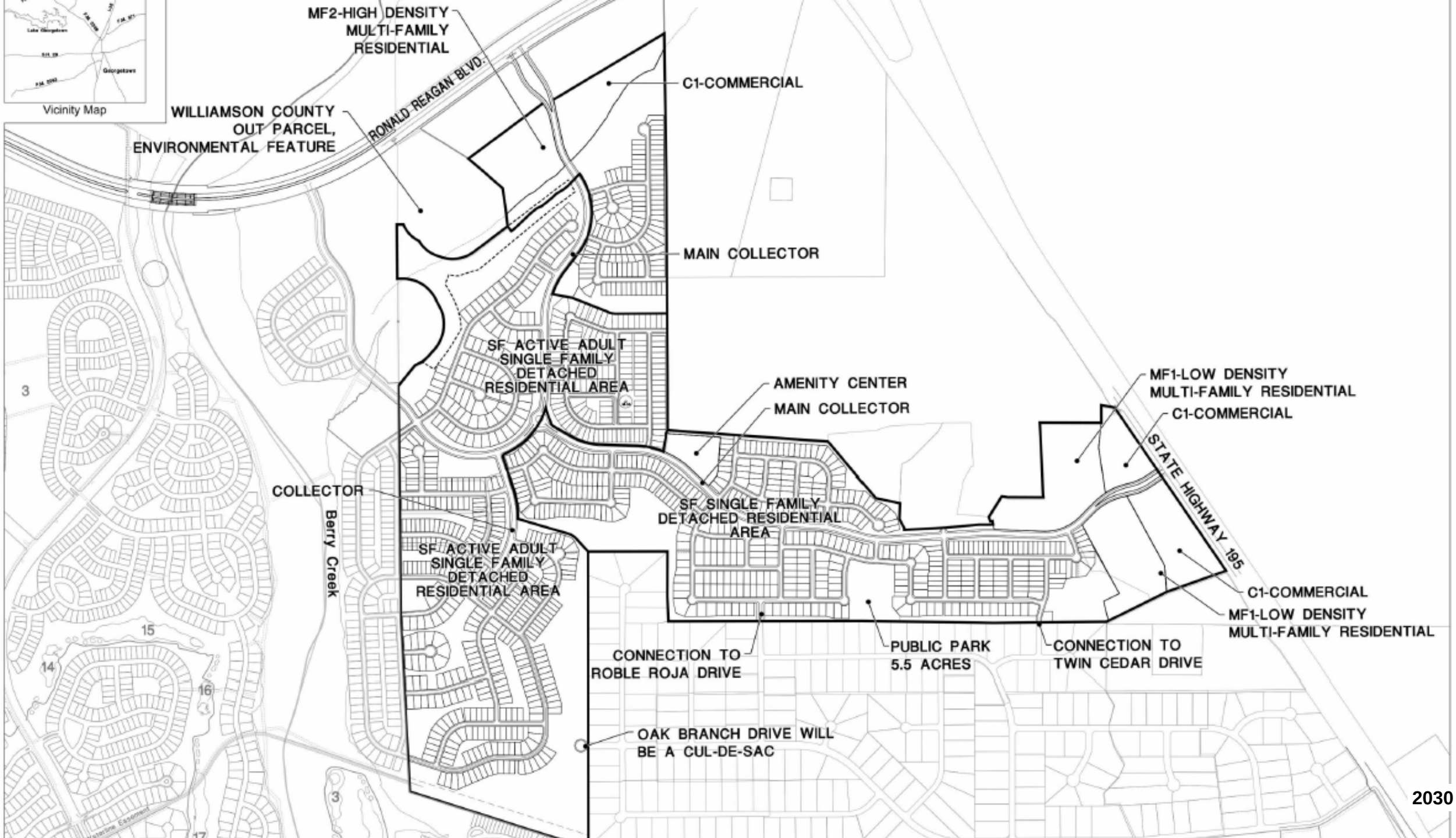
Background

- July 2022 Consent Agreement recorded
- March 2023 TCEQ approved Woodside MUD No. 1
- January 2025 Original First Amendment to the Consent Agreement - Regarding tree mitigation
- May 26, 2026 Workshop on Woodside MUD Amendment
- July 28, 2026 Second Workshop

Overview of Amendment

- **Adopt the City's new Tree Preservation Requirements**
  - Development previously has specialized requirements, but has now requested to follow the City's new Tree Preservation requirements
- **Convert 143 units in Phase B East from Single Family Detached Residential to Active Adult Residential**
  - In line with the direction provided by Council in regards to the Thompson tract addition to Woodside, this is the first step in amending the overall land plan to convert an existing section of Woodside that lies in between the existing Sun City and future Sun City within the Thompson tract (the next two exhibits show the existing land plan and amended land plan)


LAND USE SUMMARY
Madison Del Webb Residential
Units
Mix
Villa 43' x 125' Residential 166 units 35.70 %
Classic 53' x 125' Residential 152 units 32.69 %
Estate 67' x 125' Residential 147 units 31.61 %
Residential Sub-Total: 465 units
Traditional Residential
Units
Mix
47' x 125' Residential 311 units 44.18 %
52' x 125' Residential 238 units 33.81 %
62' x 125' Residential 108 units 15.34 %
72' x 125' Residential 47 units 6.68 %
Residential Sub-Total: 704 units
Residential Total: 1,169 units
Phase Line
RONALD REAGAN BLVD.
STATE HIGHWAY 195
COMMERCIAL 9.5 AC.
CHURCH 10.4 AC.
WILLIAMSON COUNTY OUT PARCEL, ENVIRONMENTAL FEATURE
PHASE A WEST
PHASE A EAST
PHASE E WEST
PHASE B EAST
PHASE B WEST
PHASE C EAST
PHASE C WEST
PHASE D WEST
AMENITY CENTER
PHASE E EAST
PHASE D EAST
PUBLIC PARK 9.5 AC.
PHASE F EAST
PHASE G EAST
COMM 5.9 AC.
PHASE I EAST
MF-1 RESIDENTIAL 15.0 AC.
COMM 10.2 AC.
MF-1 RESIDENTIAL 11.8 AC.
PHASE J EAST
PHASE H EAST
2029


Vicinity Map
MF2-HIGH DENSITY MULTI-FAMILY RESIDENTIAL
RONALD REAGAN BLVD.
C1-COMMERCIAL
WILLIAMSON COUNTY OUT PARCEL, ENVIRONMENTAL FEATURE
MAIN COLLECTOR
SF ACTIVE ADULT SINGLE FAMILY DETACHED RESIDENTIAL AREA
AMENITY CENTER
MAIN COLLECTOR
MF1-LOW DENSITY MULTI-FAMILY RESIDENTIAL
C1-COMMERCIAL
STATE HIGHWAY 195
COLLECTOR
Berry Creek
SF SINGLE FAMILY DETACHED RESIDENTIAL AREA
SF ACTIVE ADULT SINGLE FAMILY DETACHED RESIDENTIAL AREA
C1-COMMERCIAL
MF1-LOW DENSITY MULTI-FAMILY RESIDENTIAL
CONNECTION TO ROBLE ROJA DRIVE
PUBLIC PARK 5.5 ACRES
CONNECTION TO TWIN CEDAR DRIVE
OAK BRANCH DRIVE WILL BE A CUL-DE-SAC
3
15
14
16
3
17

2030

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT" BETWEEN THE CITY OF GEORGETOWN, MK WOODSIDE DEVELOPMENT, INC., AND WOODSIDE MUNICIPAL DISTRICT NO.1 TO REVISE DEFINITIONS, THE APPLICABLE LAND USE PLAN, TREE PRESERVATION STANDARDS, AND NOTICE PROVISIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

STATE OF TEXAS	§	
	§	**AMENDED AND RESTATED**
COUNTY OF WILLIAMSON	§	**FIRST AMENDMENT TO**
	§	**CONSENT AGREEMENT**
CITY OF GEORGETOWN	§	**WOODSIDE MUD NO. 1 – IN-CITY MUD**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO CONSENT AGREEMENT (this "*First Amendment*") is entered into as of September 8, 2026 by and between the **City of Georgetown, Texas**, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), **MK Woodside Development, Inc.**, a Texas corporation ("*MK Development*"), and **Woodside Municipal District No. 1**, a municipal utility district in Williamson County created under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (the "*District*"), and amends and restates in its entirety that certain First Amendment to Consent Agreement among City, MK Development and the District dated as of February 12, 2025 and recorded under Document No. 2025011417, Official Public Records of Williamson County, Texas (the "*Original First Amendment*").

RECITALS:

A. City and MK Madison, LP, a Texas limited partnership ("*MKLP*") entered into a Consent Agreement (the "*Consent Agreement*"), dated as of July 12, 2022, and recorded under Document No. 2022087835, Official Public Records of Williamson County, Texas, with respect to 486.324 acres in Williamson County, Texas, more particularly described on Exhibit "A" to the Consent Agreement (the "*Land*").

B. MK Development acquired the Land from MKLP via Assumption Special Warranty Deed, dated as of January 5, 2023 and recorded under Document No. 2023001773, Official Public Records of Williamson County, Texas. Concurrently MKLP assigned to MK Development all rights and obligations of MKLP under the Consent Agreement by Assignment and Assumption Agreement dated as of January 5, 2023 and recorded under Document No. 2023001808, Official Public Records of Williamson County, Texas. MK Development was an Authorized Assignee of MKLP under the Consent Agreement.

C. On March 15, 2023, the TCEQ approved the creation of a new "in City" municipal utility district known as "*Woodside Municipal Utility District No. 1*" over the

Land, the District executed the Consent Agreement on April 27, 2023, and the Consent Agreement was rerecorded under Document No. 2023035185 of the Official Public Records of Williamson County, Texas.

D. City, MK Development and the District entered into the Original First Amendment to set out certain agreements regarding tree mitigation. MK Development has not used such provisions and in lieu of such provisions, City and MK Development wish to adopt the New Tree Preservation Requirements (defined below) in developing the Project. Separately, MK Development wishes to convert a portion of the Single Family Residential Development Areas from "Single Family Detached Residential" to "Active Adult Residential," and City has approved such request. Accordingly, City and MK Development wish to modify the Consent Agreement set out below. Hereafter, the term "*Agreement*" shall mean and refer to the Consent Agreement as amended by this First Amendment.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, City, MK Development and the District agree as follows:

1. Recitals. The Parties agree that the Recitals A through D are true and correct in all material respects and are a part of this First Amendment.

2. Amended Definitions. Capitalized terms used in this First Amendment and not defined herein will have the meanings set out in the Consent Agreement. In addition, the following definitions, currently set out in Section 2.02 of the Consent Agreement, are modified to read as follows:

   Land Use Plan: Means the Land Use Plan attached as Exhibit "F" to this First Amendment, as said Land Use Plan may be amended from time to time in accordance with the provisions of the applicable Governing Regulations.

   "*PUD Ordinance*" means City Ordinance No. 2022-51, approved July 12, 2022, pertaining to the zoning and land use-related development standards applicable to the Land.

3. New Definitions. Section 2.02 of the Consent Agreement is amended to add the following definitions, to be listed alphabetically as follows:

"*New Tree Preservation Requirements*" means the provisions of Sections 8.01 and 8.02 of the City of Georgetown Unified Development Code (as set out in Exhibits "A" and "B" of City of Georgetown Ordinance 2025-54, respectively) in effect on the date of City Council approval of this First Amendment, together with the review and approval provisions of Section 8.05 of the City of Georgetown Unified Development Code (as set out in Exhibit "C" of City of Georgetown Ordinance 2025-54) in effect on the date of City Council approval of this First Amendment.

4. Amendments to the Consent Agreement.

(a) **Land Use Plan**. The Land Use Plan attached to the Consent Agreement as **Exhibit F** is deleted, and the Land Use Plan attached to this First Amendment as Exhibit "F" is substituted in its place.

(b) **New Section 7.07**. A new Section 7.07, pertaining to tree preservation in Residential Development Areas, is adopted as follows**:**

"7.07 **Tree Preservation Standards.**

(1) *Complete Applications*. For all applications that affect the development and use of the Project that were determined by the City Director of Planning (or authorized designee) to be complete before the effective date of this First Amendment, the Tree Preservation Standards set out in the UDC and applicable to Residential Development Areas apply.

(2) *Incomplete Applications*. For all applications that affect the development and use of the Project that were filed but not determined to be complete by the City Director of Planning (or authorized designee) before the effective date of this First Amendment, the Tree Preservation Standards set out in the UDC and applicable to Residential Development Areas apply; provided however that MK Development (or an End Buyer) shall have the right to withdraw any incomplete application and submit a new application (together with the application fee) conforming to the New Tree Preservation Requirements as to such application.

(3) *New Applications*. For all applications that affect the development and use of the Project that are filed with the City after the effective

date of this First Amendment, the New Tree Preservation Requirements shall apply."

(c) Section 19.02 of the Consent Agreement is amended to read as follows:

"19.02 **Notice**. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses, or to such other address as a Party may from time to time designate by giving notice in writing to the other Parties:

CITY: City of Georgetown
808 Martin Luther King Street
Georgetown, Texas 78626

or

P.O. Box 409 Georgetown, Texas 78627
Attn: City Manager

with copies to: City of Georgetown City Attorney
808 Martin Luther King Street
Georgetown, Texas 78626

or

P.O. Box 409 Georgetown, Texas 78627
Attn: City Attorney

MK DEVELOPMENT:
MK Woodside Development, Inc.
P.O. Box 5397
Austin, TX 78763-5397
Attn: Blake J. Magee
Phone: (512) 970-4112

With copies to: Ann E. Vanderburg
Hurst Savage & Vanderburg, LLP
814 West 10th Street
Austin, Texas 78701-2005
Phone: (512) 474-8401

The DISTRICT: Woodside Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste 1300
Austin, Texas 78701
Attn: Mr. John Bartram
Phone: (512) 435-2319

The Parties may change their respective addresses to any other address within the United States of America or designate additional persons to receive notice by giving at least five (5) days' written notice to the other Party.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

6. Recording. This First Amendment will be recorded in the Official Records of Williamson County, Texas by MK Development at MK Development's expense.

7. Effect on Original First Amendment. This First Amendment replaces and supersedes in its entirety the First Amendment to Consent Agreement among City, MK Development and the District dated as of February 12, 2025, and recorded under Document No. 2025011417, Official Public Records of Williamson County, Texas, which First Amendment will be of no further force and effect. All terms contained in the Consent Agreement not expressly amended herein shall remain unchanged and are restated as written.

8. Exhibits. The following Exhibits are made part of this Amendment by this reference.

Exhibit A	The Land	Original Agreement
Exhibit B-1	Approved Form (Water Transmission Line Easement)	Original Agreement
Exhibit B-2	Approved Form	Original Agreement

	(Utility Easement)	
Exhibit B-3	Approved Form (Access Easement)	Original Agreement
Exhibit B-4	Approved Form (Sidewalk Easement)	Original Agreement
Exhibit B-5	Approved Form (License Agreement)	Original Agreement
Exhibit C	City Parkland Agreement	Original Agreement
Exhibit D	Conceptual Utility Plan	Original Agreement
Exhibit E	Conceptual Transportation Plan	Original Agreement
Exhibit F	Land Use Plan	First Amendment
Exhibit G	Passive Park Agreement	Original Agreement
Exhibit H	Permitted Exceptions	Original Agreement
Exhibit I	Traffic Signalization Fiscal Security	Original Agreement
Exhibit J-1	Architectural and Masonry Standards – Residential	Original Agreement
Exhibit J-2	Architecture and Masonry Standards – Non-Residential	Original Agreement
Exhibit K	Maintenance Agreement	Original Agreement

[*Signature Pages to Follow*]

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 202_, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public State of Texas

MK WOODSIDE DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2025, by Blake J. Magee, President of HM WOODSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

WOODSIDE MUNICIPAL UTILITY DISTRICT NO. 1

By:_____
Printed Name:_____
Title:_____

ATTEST:

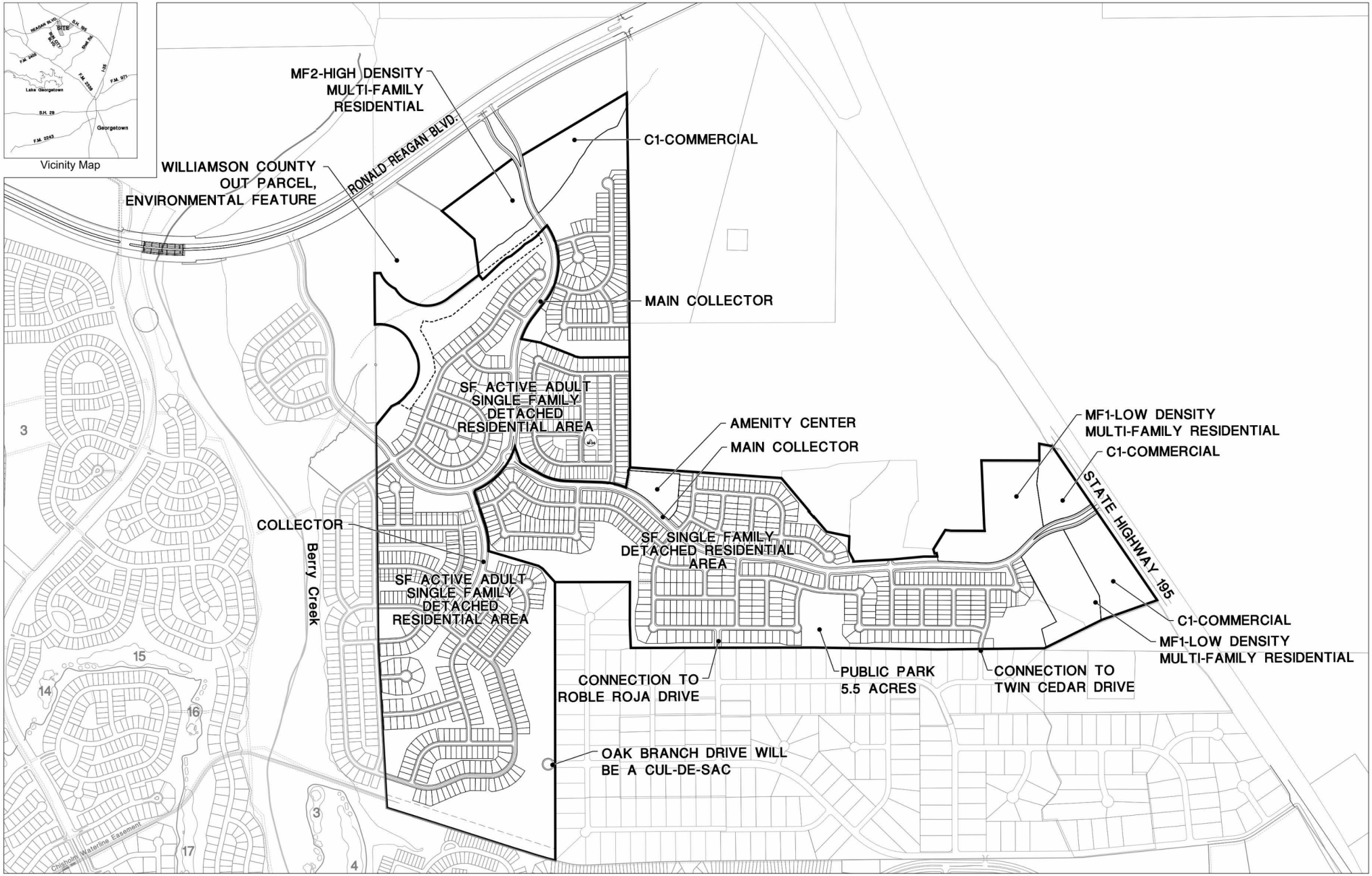
By:_____
Name: _____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202_, by _____, President of Woodside Municipal Utility District No. 1, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

_____
Notary Public State of Texas



Note: 10 feet wide Community Trail System located on one side of all collector roadways

Exhibit F
Land Use Plan

0 750 1300 2050

North

Scale: 1" = 1,300'
Date: July 17, 2026

Woodside

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: J:\220051-BLMA\Cadfiles\PLANNING\Submittals\PUD Submittal\Consent Agreement\Land Use Plan 2026-07-17.dwg

Base mapping compiled from best available information. . should be considered as preliminary, in need of verificatic subject to change. This land plan is conceptual in nature represent any regulatory approval. Plan is subject to change.

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Public Hearing and First Reading - Yearwood In-City MUD

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City, PIA Captial, LLC-Series I, a Texas limited liability company, PIA Captial, LLC-Series II, a Texas limited liability company, John Edward Boyce Yearwood, an individual (collectively, "Yearwood"); PLI I-D, LP, a Texas limited partnership ("Peregrine"); and Georgetown FCL Owner, LLC, a Delaware limited liability company ("FCL"), consenting to the creation of an In-City Municipal Utility District over approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Background:
This project was first considered by the City Council at its February 10, 2026 and March 24, 2026 Workshops at which the City Council received information regarding the proposed development, including the proposal to create an in-City municipal utility district (“MUD”) to assist with project financing, and provided feedback to City staff and the developers on the initial land plan to guide negotiations.

The project involves development of approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road, north of Sun City. The land is currently in the City’s extraterritorial jurisdiction and has operated for several decades as a quarry owned by PIA Capital, LLC-Series I, PIA Capital, LLC-Series II, and John Edward Boyce Yearwood (collectively, “Yearwood”). The two developers associated with the project are PLI I-D, LP (“Peregrine”); and Georgetown FCL Owner, LLC, (“FCL ” aka “Freehold Communities”) (collectively, the “Developers”).

The City Council approvals needed to launch the project include approval of the Ordinance Approving the Consent Agreement (this item), and approval of an Ordinance Annexing and Zoning the land. The Ordinance Annexing and Zoning the land will have much more detail on how the land will be developed, but in general, it will be developed primarily as a residential subdivision, with some commercial uses planned at the corner of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road.

The Consent Agreement (this item) sets forth the terms and conditions under which the City Council consents to creation of an in-City MUD over the land, and also captures the major obligations of the Developer that the City will receive as consideration for its consent to create the MUD. In accordance with the City Council ‘s 2018 MUD Policy, the City staff and Developer worked together to identify aspects of the project that went “above and beyond” the City’s general development requirements, while ensuring that the project is financially viable for the Developers and future homeowners.

Some of the key provisions in the Consent Agreement include the following:

1. Article 3 – Effective Date, Peregrine Termination, District Creation, and Organization Matters

a. Describes the particular sequence of City Council approvals for this project necessary to accommodate Yearwood and the Developers closing schedules and describes allowable exit rights.

b. Addresses the sequence for approving the pending Annexation and Zoning applications.

c. Consents to creation of an in-City MUD

2. Articles 4 and 5 – MUD Bond Issuance; Taxes, Fees and Charges

a. Track the City's 2018 MUD Policy

3. Article 6 -Land Use

a. Approves Conceptual Land Use Plan (consistent with pending PUD Zoning application)

b. Requires compliance with the City's usual "Additional Land Development Standards."

c. Requires MUD or HOA to maintain improvements that are not conveyed to the City or owned by a Lot owner

d. Includes special provisions allowing Shared Driveways

e. Includes special provisions regarding Tree Mitigation (the land has been heavily quarried)

4. Article 7 – Parkland, Open Space, Amenity Centers

a. Approves Conceptual Parks and Open Space Plan

b. Requires dedication of 140 acre park along Berry Creek and construction of a Regional Trail alongside Berry Creek (extending the City's trail network)

c. Requires Community Parks, Internal Trails, and Open Space

d. Requires 2 Amenity Centers

5. Article 8 – Transportation

a. Approves Conceptual Transportation Plan

b. Requires construction of Minor Arterial from Ronald W Reagan Jr Blvd through the land (and ultimately through Rock Bluff Ranch, Developers pending project located north)

c. Requires Developer to reimburse the City for the City's share of the cost under its ILA with WILCO for a right-turn deceleration lane from Ronald Reagan Jr. Blvd. onto the Yearwood Minor Arterial Road

d. Addresses improvements needed to ensure emergency access via two roads at all times.

e. Requires payment of Transportation Impact Fee (TIF), but allows credit for up to 10 years (per ordinance) for building roads in the TIF CIP, and describes credit methodology.

6. Article 9– Wastewater

a. Approves Conceptual Wastewater Plan

b. Describes how wastewater will be provided before the City's Northlands WWTP is completed – requires City to pump and haul at the City's cost if plant not completed by 2032.

c. Requires completion of a segment of a 42" MasterPlan WW Line and makes wastewater impact fee credits available for up to 20 years to reimburse Developer for building the segment.

d. Requires granting of easements to the City to facilitate future build out of the City's wastewater system.

7. Article 10- Water

a. Approves Conceptual Water Plan

b. Requires construction of several water lines that will serve both this project and Rock Bluff Ranch
c. Requires granting of easements to the City to facilitate future build out of the City's water system
d. Requires certain water conservation measures (e.g., prohibits fountains and vanity ponds

FINANCIAL IMPACT:
This is an in-city MUD, so no Master Development fee is charged. The City will have taxing and other jurisdiction over the area. Lot owners will also pay a MUD tax.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Yearwood In-City MUD Consent Agreement (9-8-2026 City Council Meeting).pdf
Yearwood In-City MUD Consent Agreement (9-8-2026 CC) PACKET.pdf

Yearwood In-City MUD

Consent to Creation & Consent Agreement

September 8, 2026

Nick Woolery, Assistant City Manager

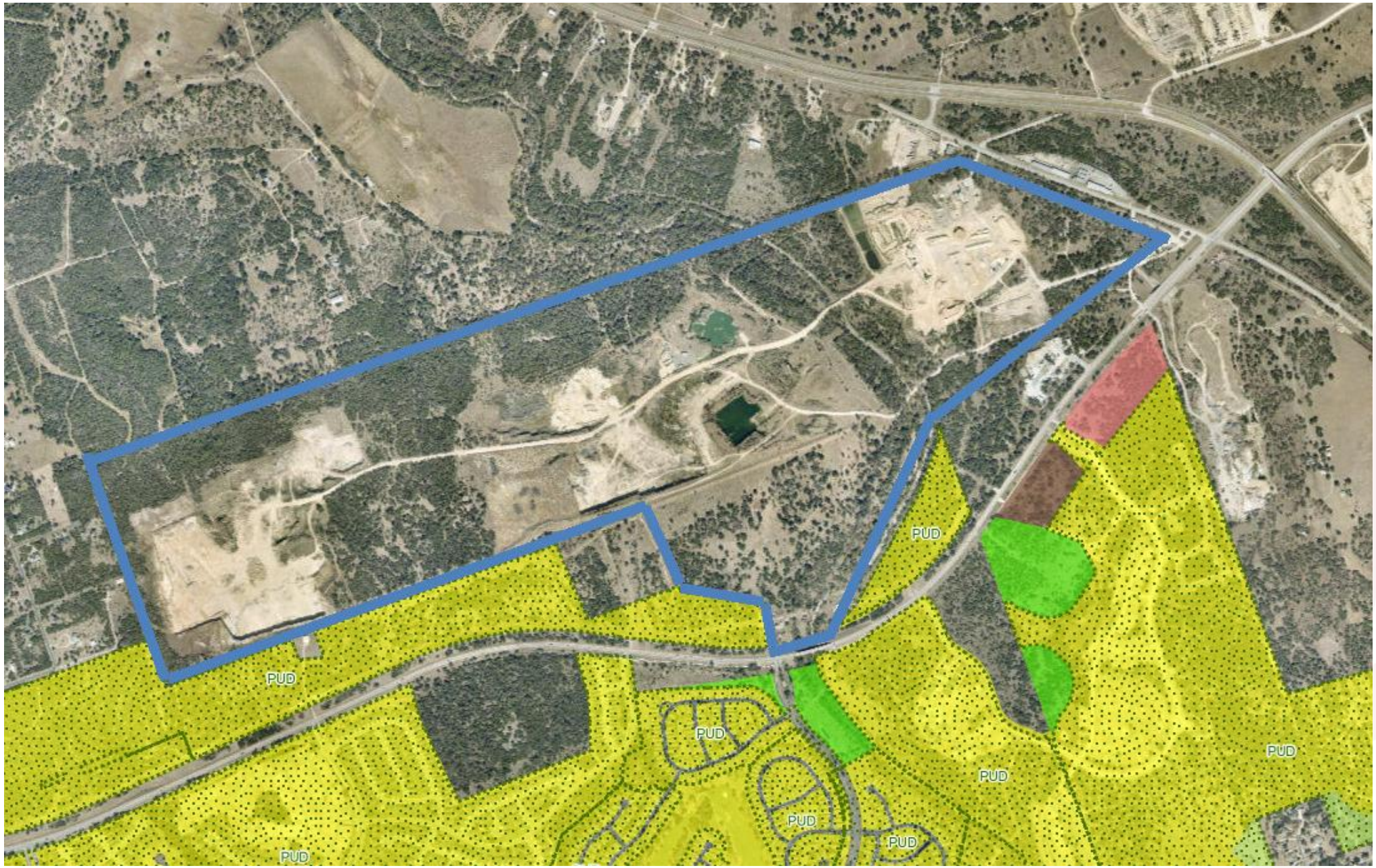
GEORGETOWN TEXAS

Project Timeline

11/21/2025: MUD Declaration of Intent was submitted to the City

2/10/2026: First Council Workshop was held to discuss the project and get feedback from City Council

3/24/2026: Second Council Workshop was held and Council expressed support for staff to negotiate a MUD Consent Agreement


PUD
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Agreement Major Components

- Effective Dates / District Creation
- MUD Bond / Tax Rate Requirements
- Land Use & Development
- Parkland & Amenity Centers
- Transportation
- Water / Wastewater Service

Agreement Parties

Yearwood:	Current landowner
Peregrine:	Anticipated purchaser of the land
FCL (Freehold):	Anticipated developer of the land
District:	Future Municipal Utility District, to be titled once established

- *Yearwood may only assign the agreement to Peregrine or FCL*
- *Peregrine and FCL may only assign the agreement if the eight conditions within the agreement are satisfied*

MUD Consent Agreement
Effective Dates / District Creation

- **Agreement effective if the following happens within 60 days from Council approval:**
  - Agreement executed by all parties
  - Peregrine has acquired fee simple title to the land from Yearwood
- **Voluntary Annexation**
  - Peregrine's request for voluntary annexation will be deemed submitted on the Peregrine closing date
- **Peregrine Termination**
  - Peregrine shall have the right to terminate if the City has not completed the annexation proceedings and PUD zoning within 120 days
- **In-City MUD District**
  - Peregrine and FCL both stipulate the request is for an In-City Municipal Utility District consent and City Council agrees to consent to said district creation

MUD Consent Agreement
MUD Bond / Tax Rate Requirements

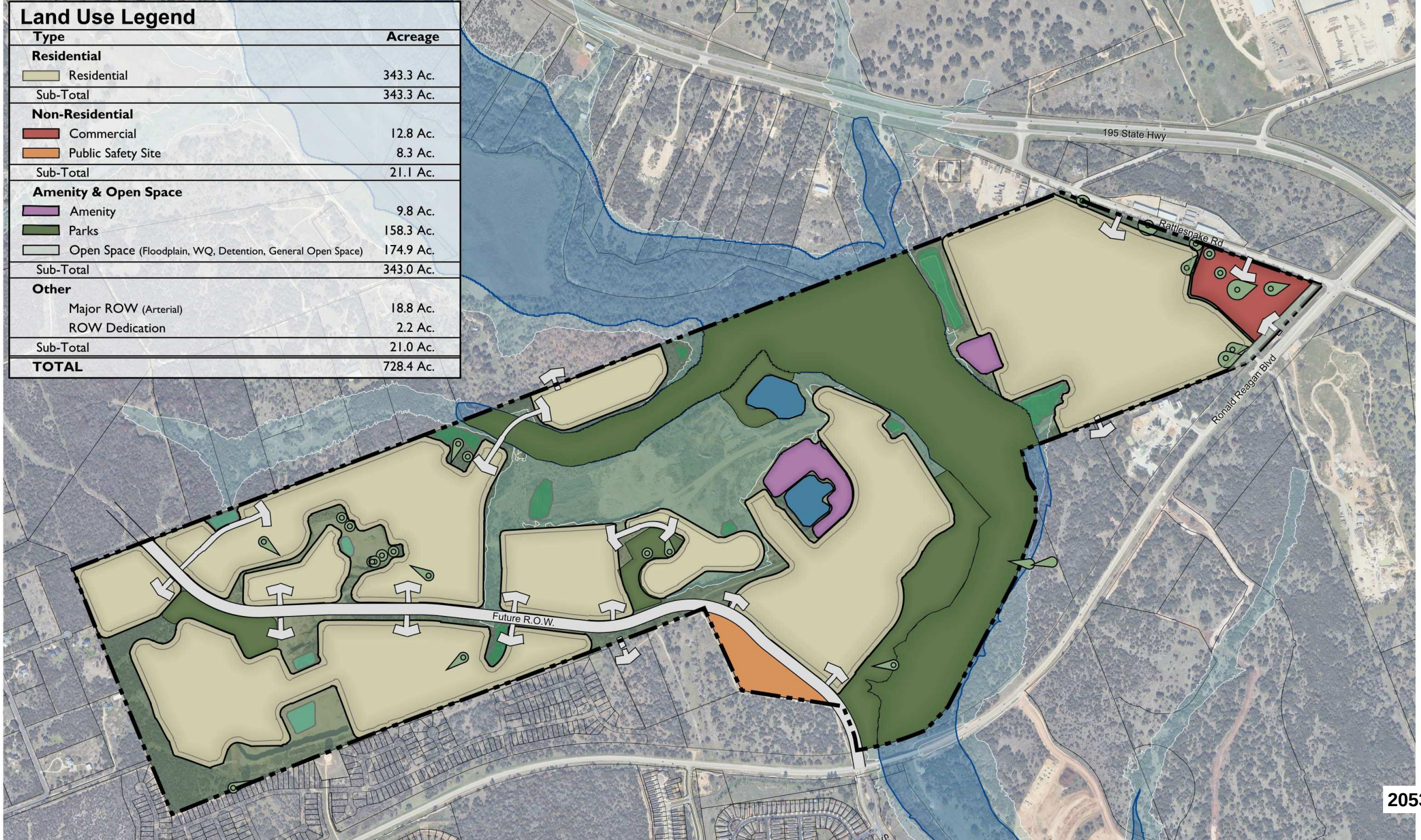
- **Authorized purposes in which MUD bonds may be issued for:**
  - Water Infrastructure
  - Wastewater Infrastructure
  - Drainage Infrastructure
  - Roadway Infrastructure
  - Parks and Recreation Facilities
- **MUD Bond Restrictions**
  - The maximum MUD bond maturity shall be no greater than 25 years from each bond issuance
  - MUD shall have ten years from the first issuance to issue all bonds
- **MUD Maximum Tax Rate**
  - District shall be required to maintain a combined debt service and maintenance/operation tax rate at no more than $0.65 per $100 in assessed valuation

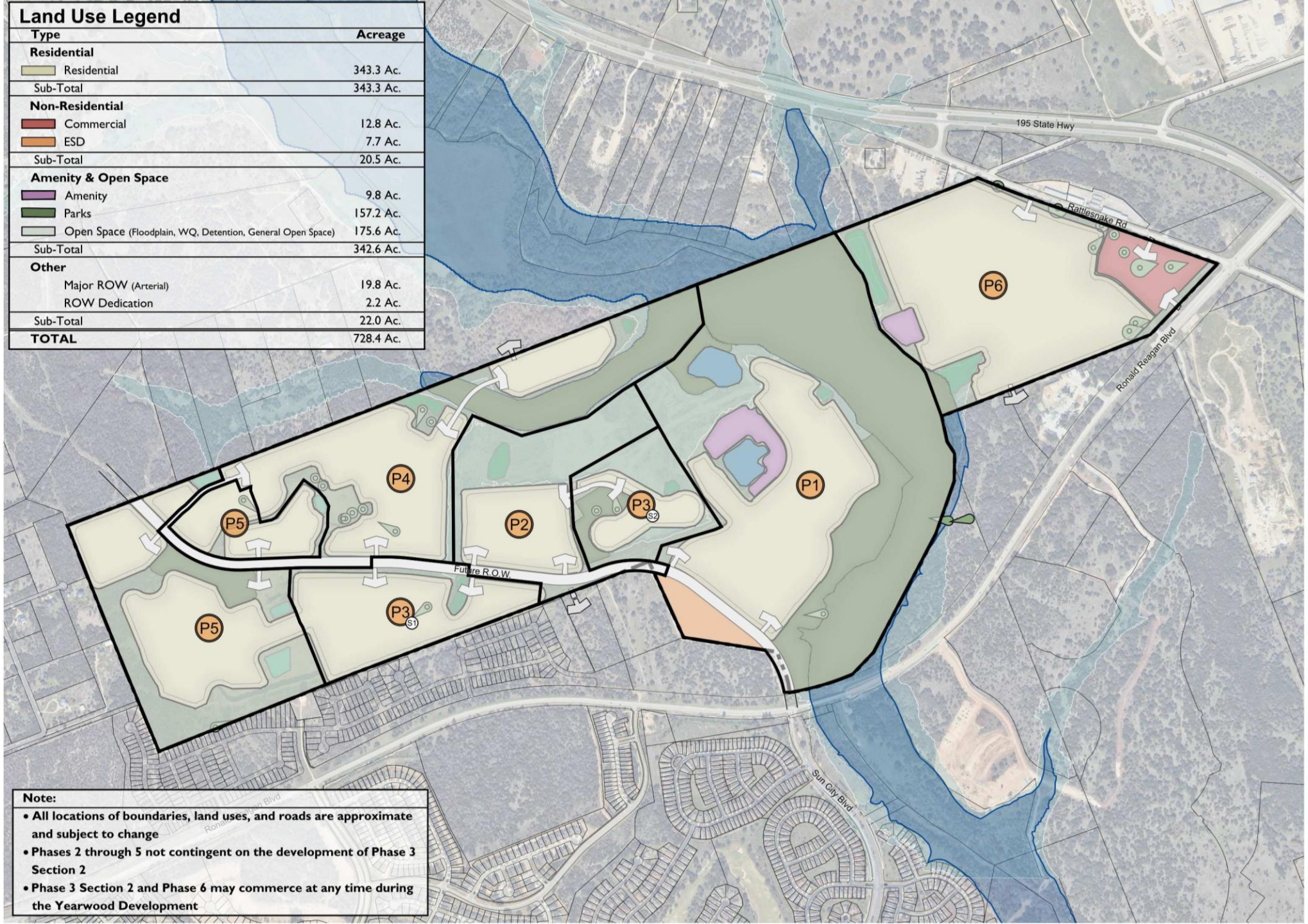
MUD Consent Agreement
Land Use & Development

- **Conceptual Land Use Plan**
  - As annexation and zoning have not occurred, the conceptual land use plan will serve as the basis for the impending PUD zoning
- **UDC Compliance**
  - Development shall comply with the new adopted Unified Development Code, except in the instances specifically called out within the agreement
- **Phasing Plan**
  - Agreement includes a phasing plan, which is generally conceptual in nature except when called out in the agreement for the timing of the Major Arterial and Regional Trail
- **Public Safety Site**
  - Developer is required to dedicate a 7 acre public safety site to the City via deed, with frontage along the Major Arterial roadway

Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
Public Safety Site	8.3 Ac.
Sub-Total	21.1 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	158.3 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	174.9 Ac.
Sub-Total	343.0 Ac.
Other	
Major ROW (Arterial)	18.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	21.0 Ac.
TOTAL	728.4 Ac.





Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
ESD	7.7 Ac.
Sub-Total	20.5 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	157.2 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	175.6 Ac.
Sub-Total	342.6 Ac.
Other	
Major ROW (Arterial)	19.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	22.0 Ac.
TOTAL	728.4 Ac.

Note:

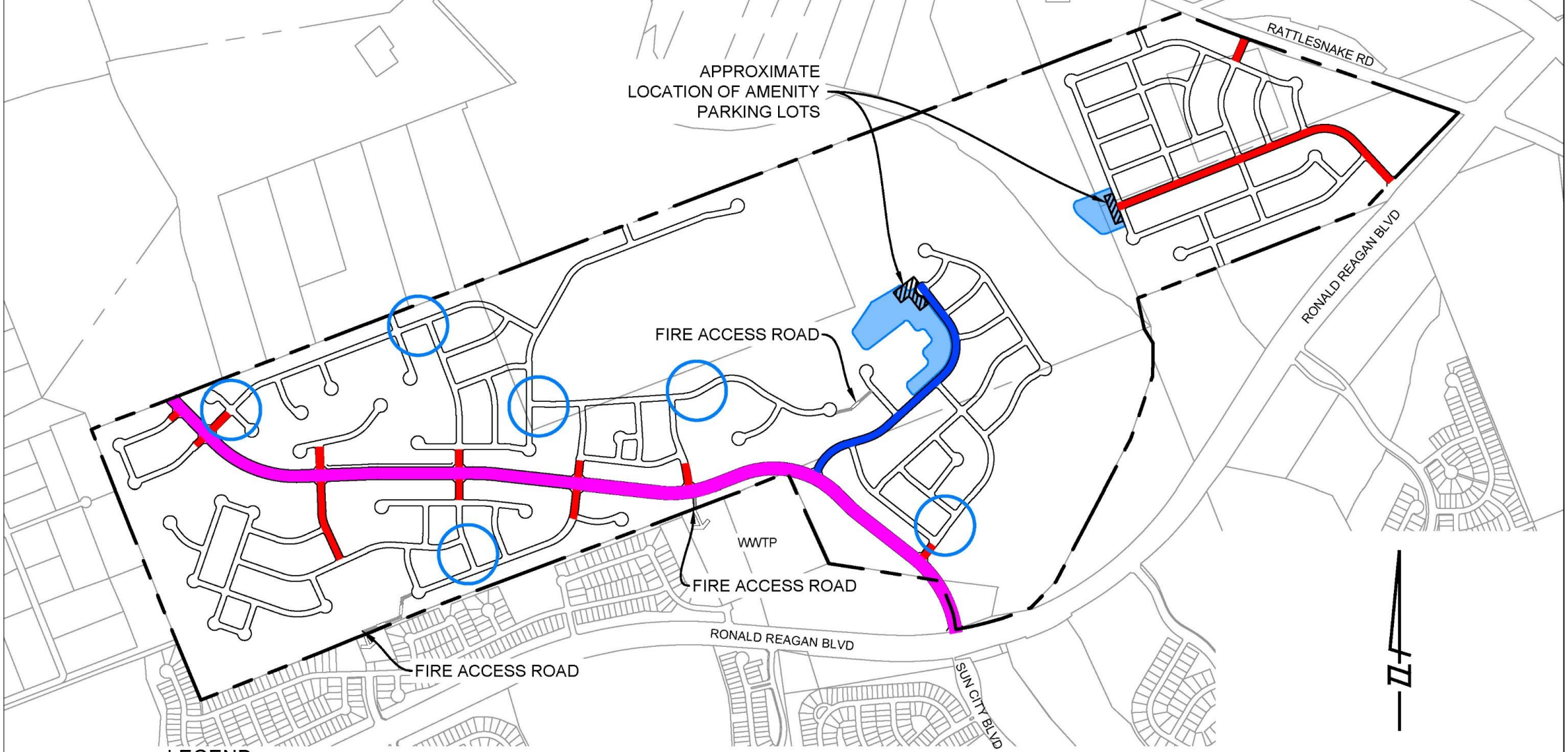
- **All locations of boundaries, land uses, and roads are approximate and subject to change**
- **Phases 2 through 5 not contingent on the development of Phase 3 Section 2**
- **Phase 3 Section 2 and Phase 6 may commence at any time during the Yearwood Development**

MUD Consent Agreement
Land Use & Development

Lot Mix	
Housing Type / Lot Size	**Required Percentage**
Duplex / Townhome	0-15%
45' Wide Single Family Lots	15-40%
50-55' Wide Single Family Lots	35-45%
60' Wide Single Family Lots	15-35%

MUD Consent Agreement
Land Use & Development

- **HOA Requirement**
  - Prior to the first sale of a lot, Developer is required to record a Master Covenant, which sets forth the creation and perpetual existence of an HOA and requirement for perpetual maintenance of all improvements required to be maintained per this agreement that are not maintained by the District
- **Drainage facilities owned and maintained by District or HOA**
- **Shared Driveways**
  - Along the Neighborhood Collector roadway, shared driveways will be allowed, but shall be privately owned and maintained
- **Underground Electric**
  - Temporary overhead electric lines will be allowed connecting to the Rock Bluff Ranch site, but only until the construction of the Minor Arterial roadway, which will require electric undergrounding



LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

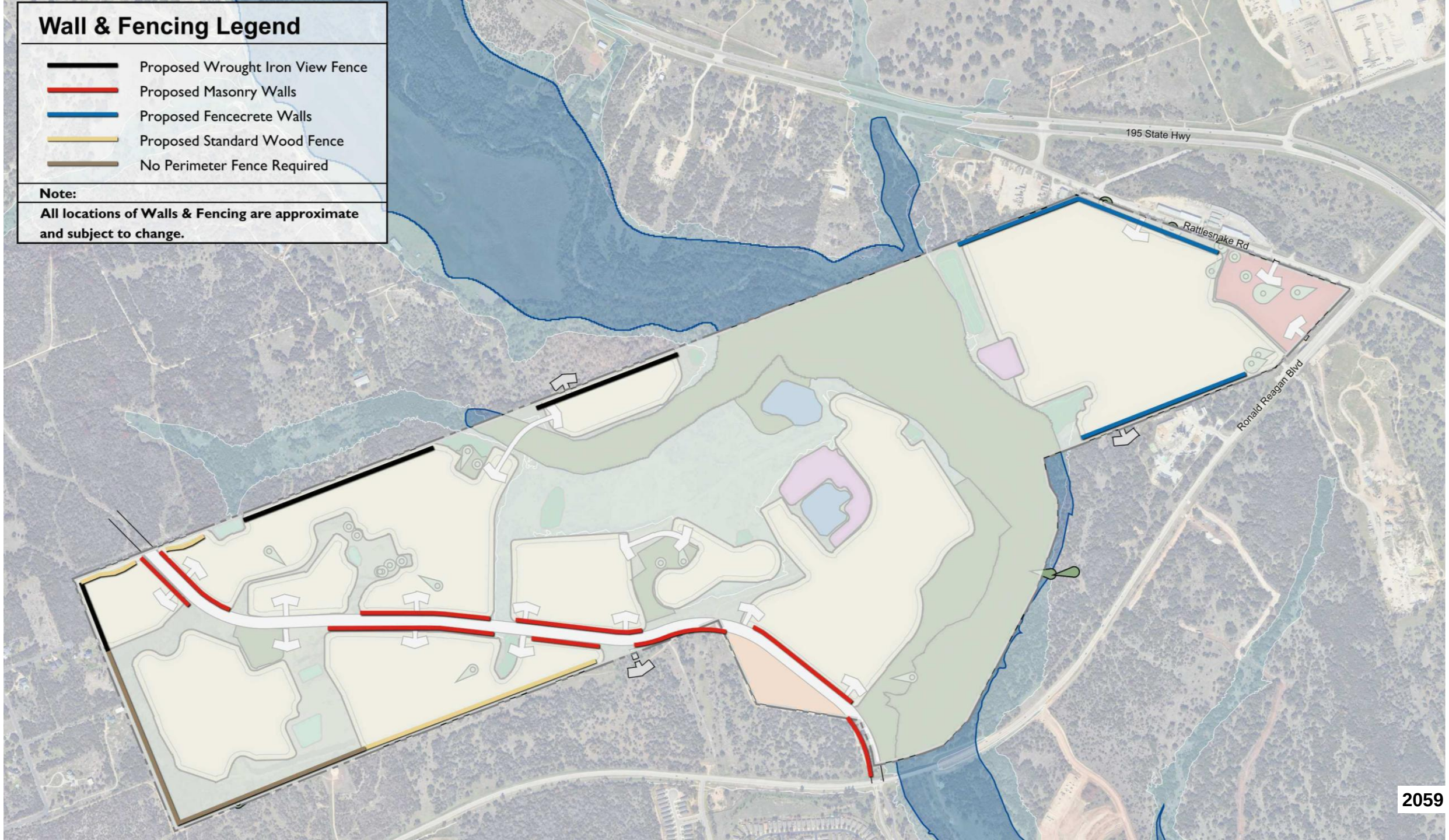
SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

MUD Consent Agreement
Land Use & Development

- **Architectural and Masonry Requirements**
  - 100% masonry on non-residential buildings
  - 85% masonry on all residential fronts, first floor of sides and back, and all sides facing a street or parkland
  - Enhanced front elevation articulation
- **Walls and Fencing Requirements**
  - Masonry walls required along the Minor Arterial roadway
  - Various fencing types required along the perimeter of the site
- **Concrete Batch Plant Buffer**
  - Lots that border the Concrete Batch Plant must have a minimum backyard depth of 80 feet and any existing trees that provide buffer to the plant shall remain


Wall & Fencing Legend
Proposed Wrought Iron View Fence
Proposed Masonry Walls
Proposed Fencecrete Walls
Proposed Standard Wood Fence
No Perimeter Fence Required
Note:
All locations of Walls & Fencing are approximate and subject to change.
195 State Hwy
Rattlesnake Rd
Ronald Reagan Blvd

MUD Consent Agreement
Parks, Trails & Amenities

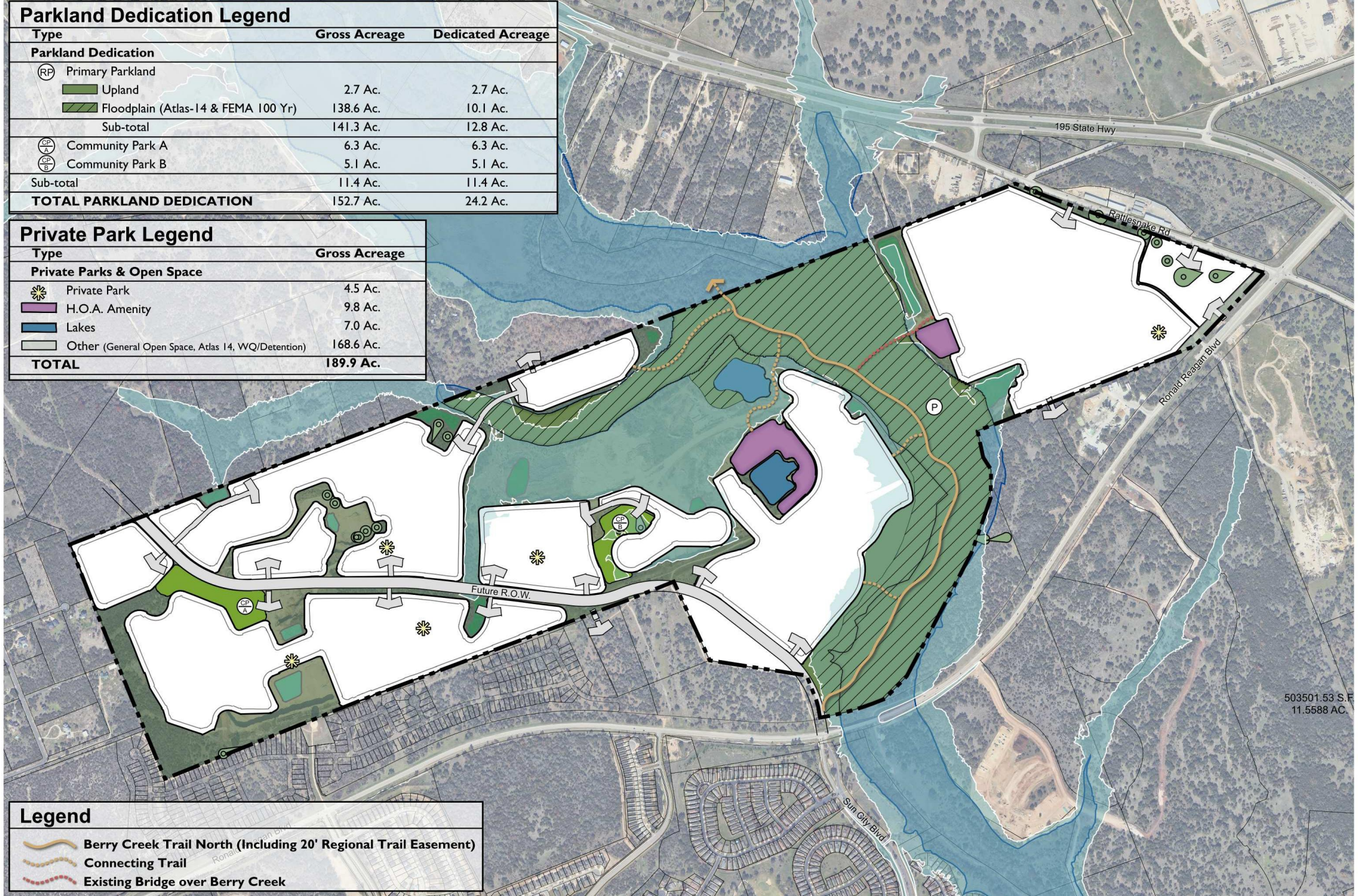
- **Parkland Requirements**
  - 140 acre Primary Park (conveyed to a combination of the City and Williamson County Conservation Foundation) prior to Phase 1
  - 11.4 acres of Community Parks
  - Regional Trail required to be complete prior to Phase 2
  - Connecting Trails and Private Parks required throughout the development
- **Amenity Centers**
  - West Amenity Center required prior to 200th building permit within Phases 1-5
    - Located adjacent to spring-fed pond
  - East Amenity Center required prior to 200th building permit within Phase 6
  - Both amenity centers to have access to a Collector level roadway

Parkland Dedication Legend

Type	Gross Acreage	Dedicated Acreage
Parkland Dedication		
(RP) Primary Parkland		
Upland	2.7 Ac.	2.7 Ac.
Floodplain (Atlas-14 & FEMA 100 Yr)	138.6 Ac.	10.1 Ac.
Sub-total	141.3 Ac.	12.8 Ac.
(CP A) Community Park A	6.3 Ac.	6.3 Ac.
(CP B) Community Park B	5.1 Ac.	5.1 Ac.
Sub-total	11.4 Ac.	11.4 Ac.
TOTAL PARKLAND DEDICATION	152.7 Ac.	24.2 Ac.

Private Park Legend

Type	Gross Acreage
Private Parks & Open Space	
Private Park	4.5 Ac.
H.O.A. Amenity	9.8 Ac.
Lakes	7.0 Ac.
Other (General Open Space, Atlas 14, WQ/Detention)	168.6 Ac.
TOTAL	**189.9 Ac.**



Legend

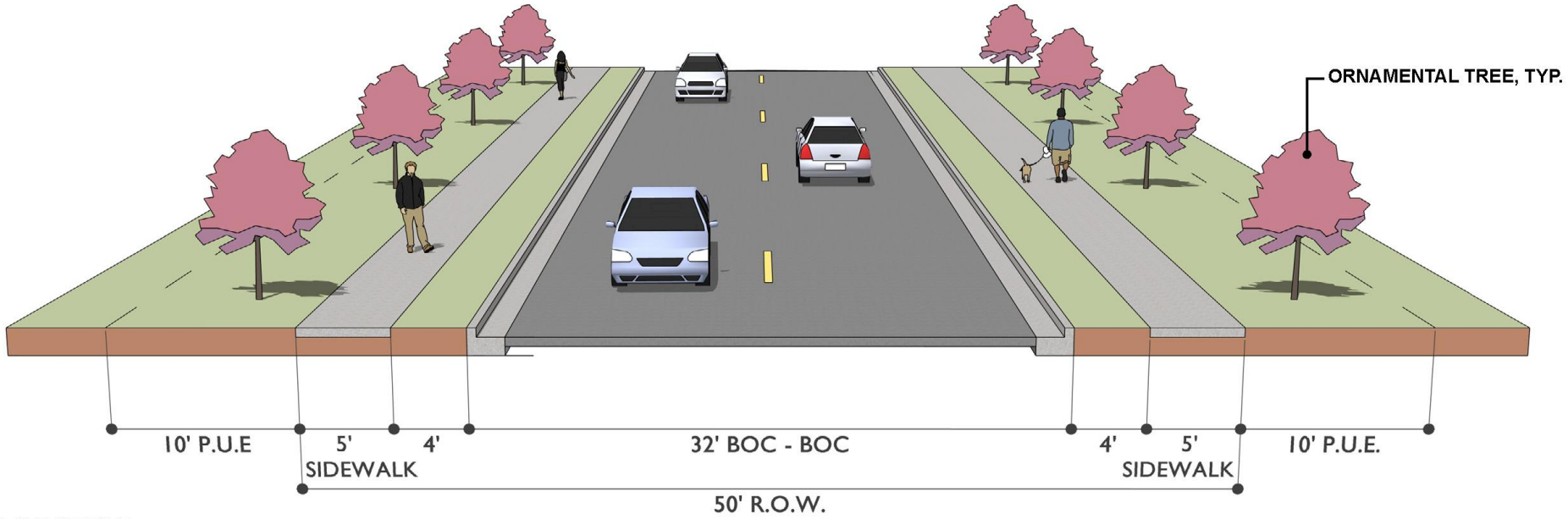
- Berry Creek Trail North (Including 20' Regional Trail Easement)
- Connecting Trail
- Existing Bridge over Berry Creek

MUD Consent Agreement
Transportation

- **Arterial Roadway**
  - Developer to dedicate full width of the ROW for the minor arterial (110')
  - Full cross section built and phased along with the phases of the development
  - First phase of road required to extend to the limits of the WWTP
- **Transportation Impact Fees**
  - Land will be added to a TIF service area upon annexation; arterial road eligible for impact fee credits
- **Ronald Reagan Right-Turn Lane**
  - Developer to fully reimburse the City for design and construction of a right-turn lane onto the arterial roadway prior to or at the time of the first MUD bond issuance

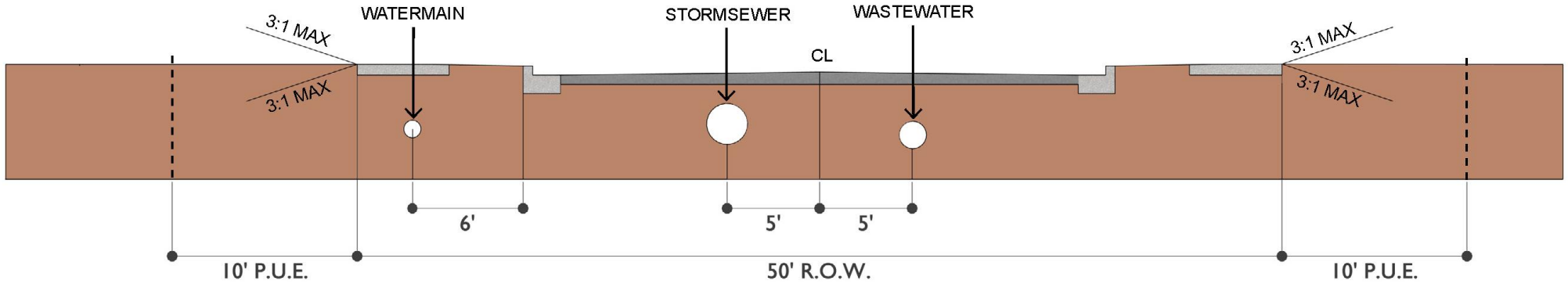
MUD Consent Agreement
Transportation

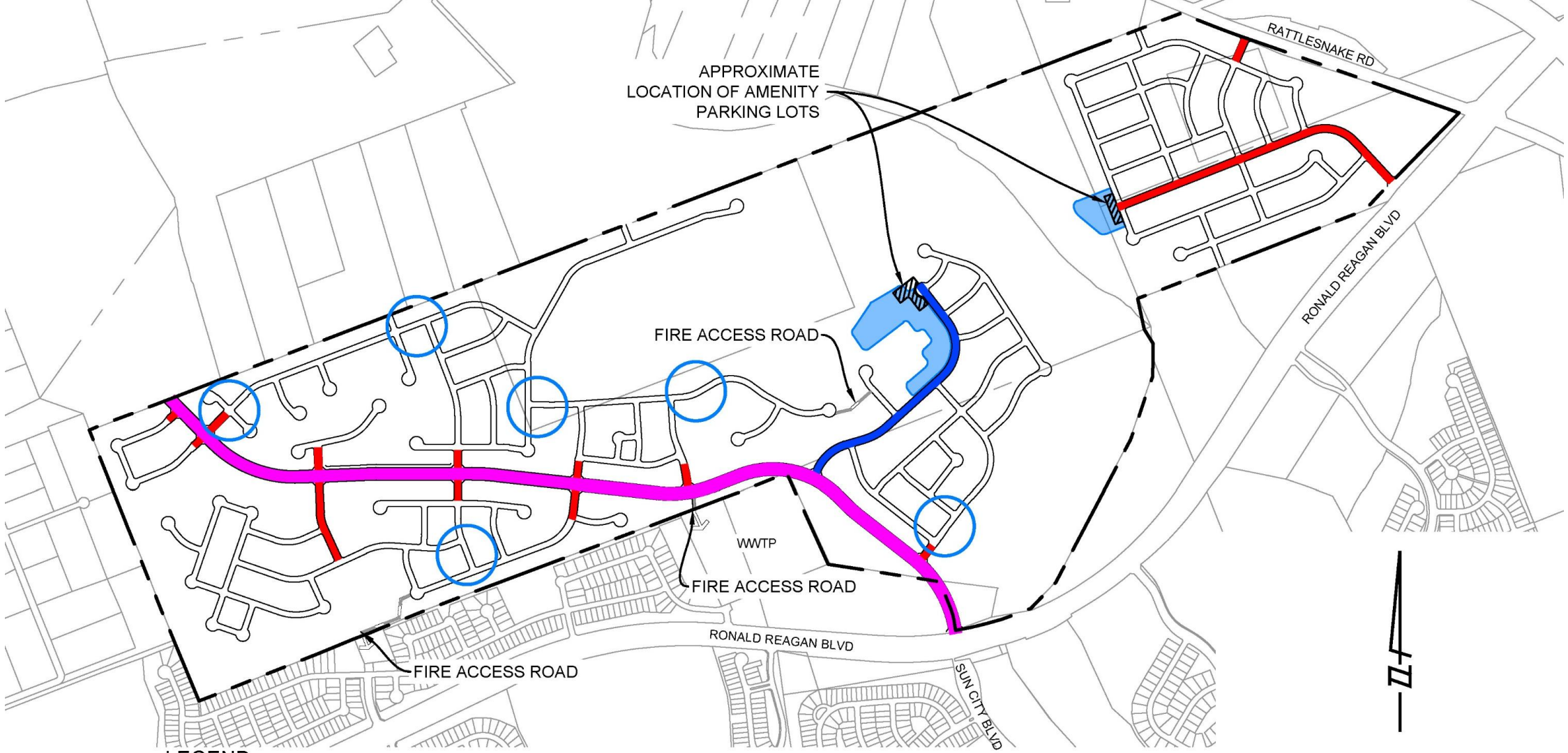
- **Street Sections**
  - Local Streets designed in accordance with exhibit, reducing street width from 36' to 32', and moving the sidewalks off the back of curb
- **Traffic Calming**
  - In lieu of code requirements, traffic calming to be required at locations shown in exhibit
- **Collector Road Requirements**
  - Residential and Neighborhood Collector Roads required at locations in exhibit
- **Street Spacing & Connectivity**
  - Due to natural topography and platting constraints, UDC requirements regarding street spacing, block lengths, cul-de-sacs and connectivity ratios are not applicable if development is materially consistent with exhibits



CROSS SECTION

N.T.S





LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

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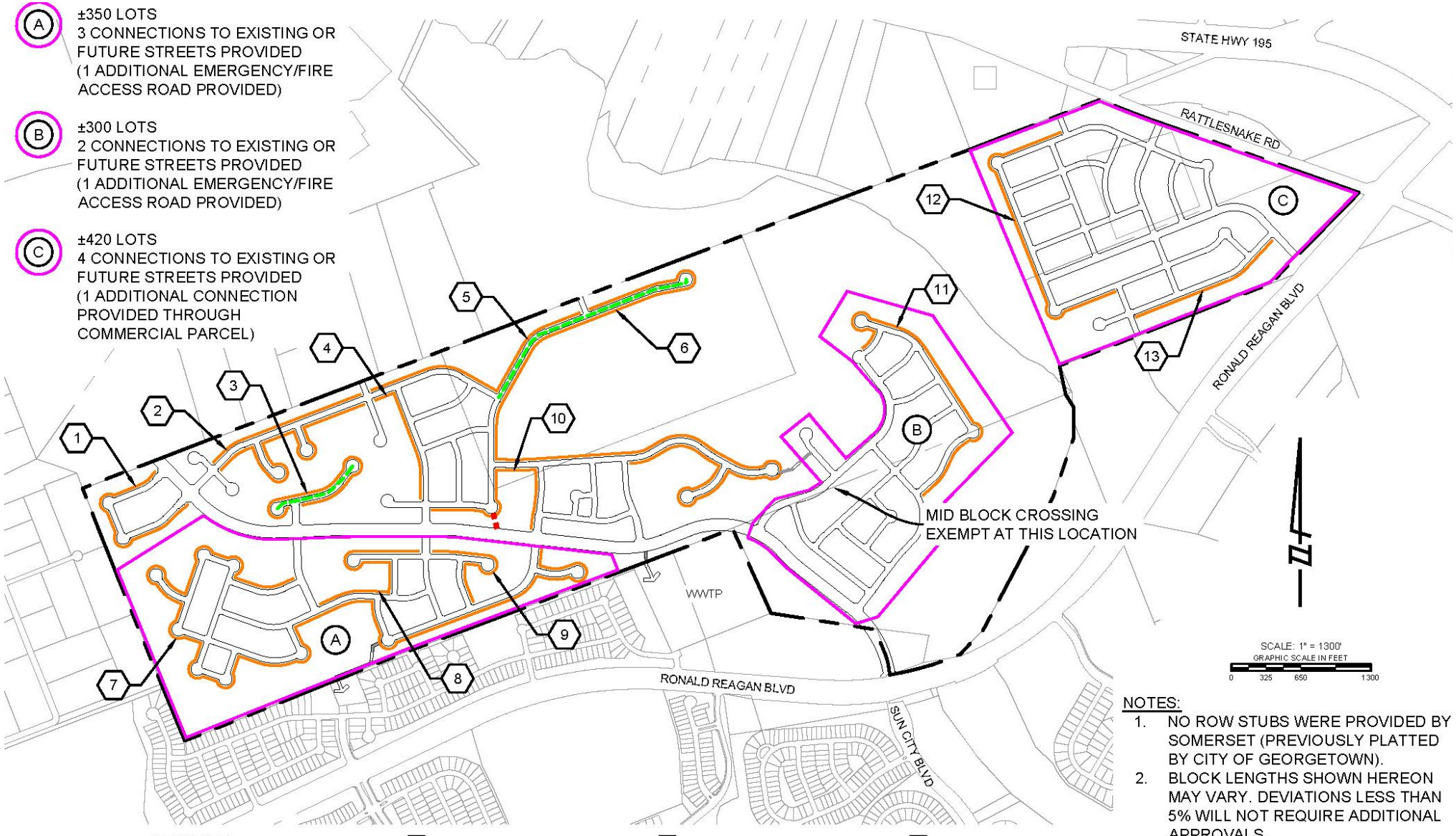

SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
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NOTES:

1. NO ROW STUBS WERE PROVIDED BY SOMERSET (PREVIOUSLY PLATTED BY CITY OF GEORGETOWN).
2. BLOCK LENGTHS SHOWN HEREON MAY VARY. DEVIATIONS LESS THAN 5% WILL NOT REQUIRE ADDITIONAL APPROVALS.

LEGEND

- BLOCK LENGTH VARIANCE
- CUL-DE-SAC WITH LENGTH & LOT FRONTAGE VARIANCE
- MID-BLOCK PEDESTRIAN XING

1. SEGMENT 1 - 1,886 LF
2. SEGMENT 2 - 1,532 LF
3. SEGMENT 3 - 2,142 LF
4. SEGMENT 4 - 1,223 LF
5. SEGMENT 5 - 2,389 LF
6. SEGMENT 6 - 5,230 LF
7. SEGMENT 7 - 9,291 LF
8. SEGMENT 8 - 2,205 LF
9. SEGMENT 9 - 1,413 LF
10. SEGMENT 10 - 1,995 LF
11. SEGMENT 11 - 3,121 LF
12. SEGMENT 12 - 3,028 LF
13. SEGMENT 13 - 1,494 LF

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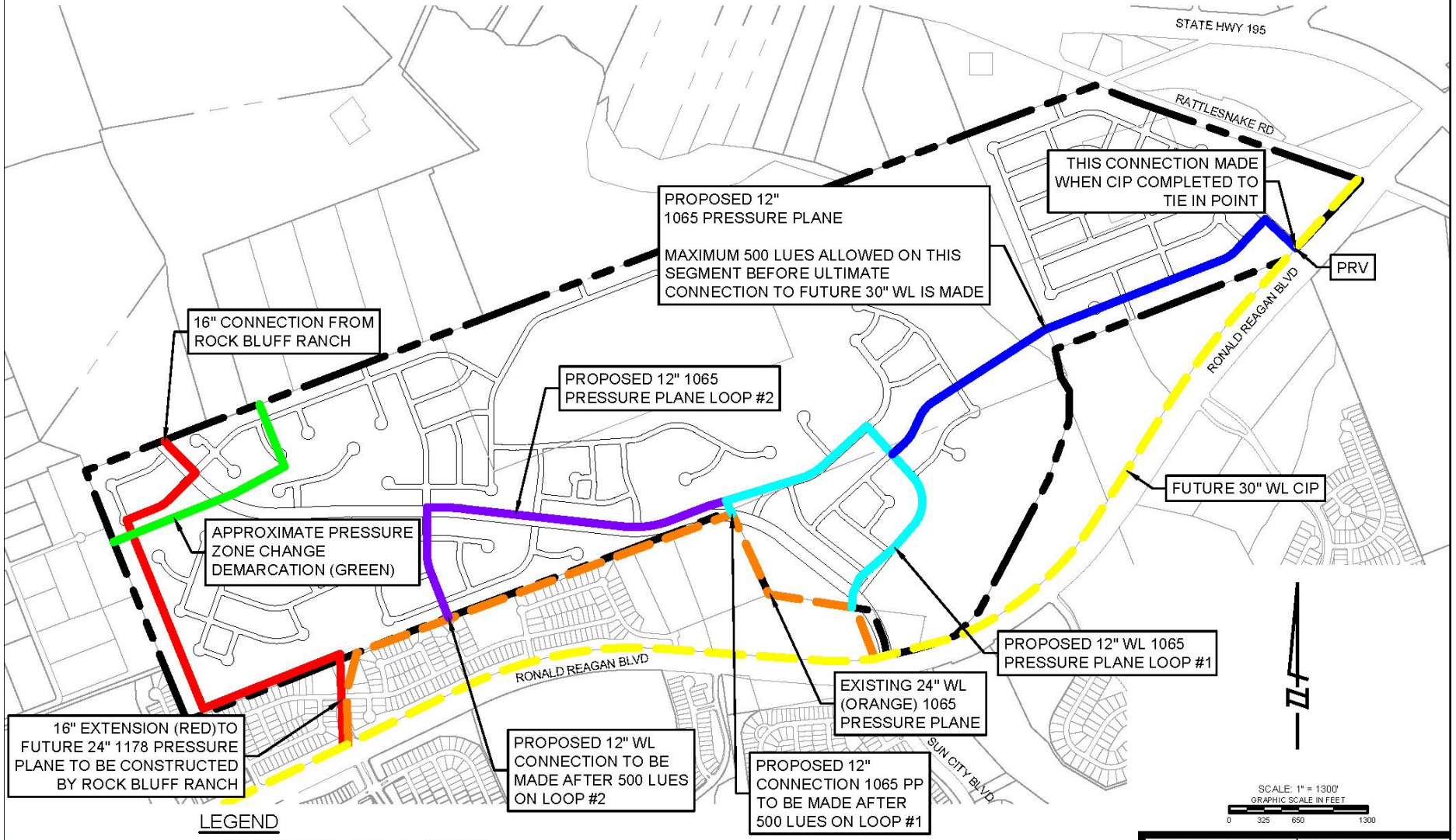
MUD Consent Agreement
Water and Wastewater Service

- **Water**
  - Water service designed to be served by two pressure zones
  - Water conservation measures will be incorporated into the design of neighborhood landscaping and amenities
  - Developer shall grant and convey Ronald Reagan Blvd Waterline Easement at no cost to City
  - Impact Fees assessed at final plat
- **Wastewater**
  - Wastewater system sized to serve both Yearwood and Rock Bluff, and tie into the Northlands WWTP
  - Interim capacity through existing wastewater system to be capped at 300 units until the Northlands WWTP is completed and online
  - Developer shall grant and convey Northlands WWTP Force Main Easement at no cost to City

YEARWOOD SUBDIVISION
CONCEPTUAL WATER PLAN



LEGEND

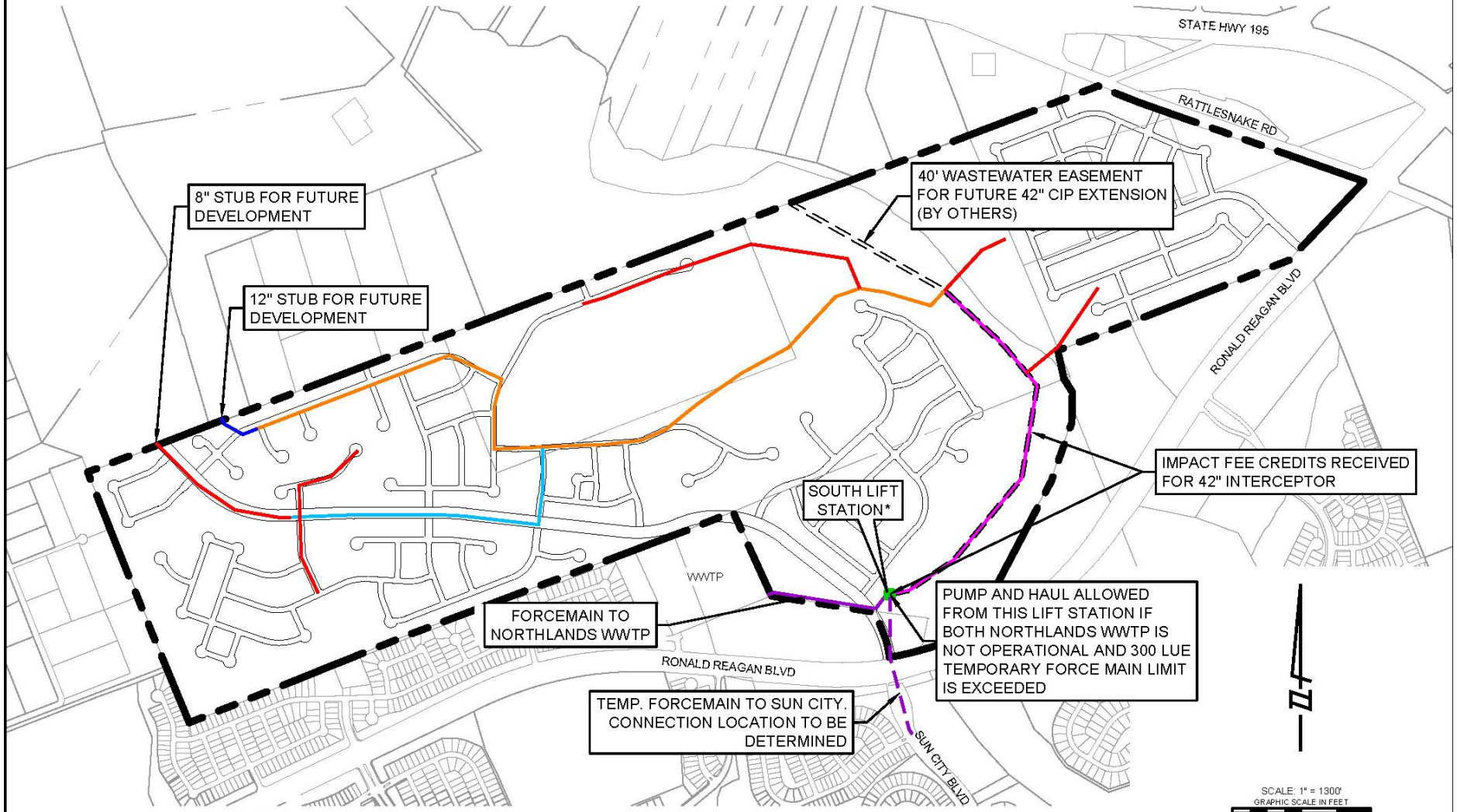
- 16" EXTENSION TO FUTURE 24" 1178
- PROPOSED 12" WL LOOP #1 1065 PRESSURE PLANE
- PROPOSED 12" WL LOOP #2 1065 PRESSURE PLANE
- PROPOSED 12" WL EAST 1065 PRESSURE PLANE
- EXISTING 24" WL 1065 PRESSURE PLANE
- FUTURE 30" WL CIP
- PRESSURE ZONE CHANGE DEMARCATION

NOTE:
LAND PLAN, STREET LAYOUT, AND PROPOSED INTERNAL WATERLINE ROUTING IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

YEARWOOD SUBDIVISION
CONCEPTUAL WASTEWATER PLAN



LEGEND

- 8" GRAVITY WASTEWATER
- 12" GRAVITY WASTEWATER
- 18" GRAVITY WASTEWATER
- 24" GRAVITY WASTEWATER
- 42" GRAVITY WASTEWATER
- FORCE MAIN

NOTE:

1. UTILITY SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE, BASED ON FINAL PIPE SLOPE AND LUE COUNT.
2. TEMPORARY FORCE MAIN FROM SOUTH LIFT STATION TO SUN CITY IF NORTHLANDS WWTP IS NOT OPERATIONAL PRIOR TO YEARWOOD PHASE ONE.

* SOUTH LIFT STATION SIZED ONLY FOR YEARWOOD AND ROCK BLUFF

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

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TBPELS FIRM #2946

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY, PIA CAPITAL LLC-SERIES I, PIA CAPITAL, LLC-SERIES II, JOHN EDWARD BOYCE YEARWOOD, PLI I-D, LP, AND GEORGETOWN FCL OWNER, LLC CONSENTING TO THE CREATION OF AN IN-CITY MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 728.38 ACRES OF LAND GENERALLY SITUATED WEST OF THE INTERSECTION OF RONALD W. REAGAN JR. BLVD. AND RATTLESNAKE ROAD AND NORTH OF SUN CITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY, PIA CAPITAL LLC-SERIES I, PIA CAPITAL, LLC-SERIES II, JOHN EDWARD BOYCE YEARWOOD, PLI I-D, LP, AND GEORGETOWN FCL OWNER, LLC CONSENTING TO THE CREATION OF AN IN-CITY MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 728.38 ACRES OF LAND GENERALLY SITUATED WEST OF THE INTERSECTION OF RONALD W. REAGAN JR. BLVD. AND RATTLESNAKE ROAD AND NORTH OF SUN CITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Petition dated June 12, 2026 the City received requests from PIA Capital, LLC-Series I, a Texas Limited Liability Company, PIA Capital, LLC-Series II, a Texas Limited Liability Company, John Edward Boyce Yearwood, an Individual, (collectively, "Yearwood"); PLI I-D, LP, a Texas Limited Partnership ("Peregrine"), and Georgetown FCL Owner, LLC, a Delaware Limited Liability Company ("FCL"), for the City's consent to creation of an In-City Municipal Utility District ("MUD") over approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City (the "Land").

WHEREAS, Peregrine and FCL (collectively, the "Developers") have also filed applications to annex the Land into the City limits and zone the Land as a Planned Unit Development "PUD"), which are the subject of a separate ordinance.

WHEREAS, the Texas Local Government Code requires the City's consent to creation of a MUD in the City limits or the City's extraterritorial jurisdiction.

WHEREAS, the purpose of the Consent Agreement and the Related Documents (defined therein) is to set out the mutually agreeable terms and conditions relating to the City's consent to the creation and operation of the MUD, development of the Land, and provision of City services to customers on the Land. The Consent Agreement and the Related Documents are essential elements of the granting of the City's consent to creation of the MUD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and adopted as part of this Ordinance for all purposes.

Section 2. The City Council hereby approves the Consent Agreement attached to this Ordinance as ***Attachment 1***, which memorializes the terms of the City Council's written consent to the creation of an In-City Municipal Utility District over approximately 728.38 acres of land generally situated west of the intersection of Ronald W. Reagan Jr. Blvd. and Rattlesnake Road and north of Sun City.

Section 3. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the Consent Agreement attached as ***Attachment 1***, and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Attachments:
Attachment 1: Consent Agreement (with Exhibits)

CONSENT AGREEMENT

BY AND BETWEEN:

THE CITY OF GEORGETOWN, TEXAS

AND

PIA CAPITAL, LLC-SERIES TRACT I

AND

PIA CAPITAL, LLC-SERIES TRACT II

AND

JOHN EDWARD BOYCE YEARWOOD

AND

PLI I-D, LP

AND

GEORGETOWN FCL OWNER, LLC

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

DATE: _____ ___, 2026

CONSENT AGREEMENT

THE STATE OF TEXAS	§	**WILLIAMSON COUNTY**
	§	
COUNTY OF WILLIAMSON	§	**MUNICIPAL UTILITY DISTRICT NO. __**

This Consent Agreement ("**Agreement**") is between the **City of Georgetown, Texas** (the "**City**"), a home-rule city located in Williamson County, Texas; **PIA Capital, LLC-Series I**, a Texas limited liability company, **PIA Capital, LLC-Series II**, a Texas limited liability company, **John Edward Boyce Yearwood**, an individual (collectively, "**Yearwood**"); **PLI I-D, LP**, a Texas limited partnership ("**Peregrine**"); and **Georgetown FCL Owner, LLC**, a Delaware limited liability company ("**FCL** "). Upon final creation of **Williamson County Municipal Utility District No. __**, a municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and under Chapters 49 and 54 of the Texas Water Code (the "**Original District**"), the Original District shall join in this Agreement and be bound by its provisions. The City, Yearwood, Peregrine, and FCL are sometimes collectively referred to herein as "the **Parties**" and individually as "a **Party**."

RECITALS

A. WHEREAS, Yearwood owns approximately 728.38 acres of land in Williamson County, Texas described by metes and bounds on ***Exhibit A-1*** and shown on the location map attached as ***Exhibit A-2*** (the "**Land**").

B. WHEREAS, Peregrine has a contract with Yearwood to purchase the Land and anticipates closing on such contract no later than September 9, 2026 (the "**Peregrine Closing Deadline**").

C. WHEREAS, FCL has a contract with Peregrine to entitle and develop the Land, and for FCL to purchase the Land from Peregrine no later than September 2, 2028 (the "**FCL Closing Deadline**").

D. WHEREAS, as of the Effective Date, the Land lies entirely within the City's ETJ, is contiguous to the City limits, is within the City's water CCN, and is partially within the City's electric CCN and partially within Pedernales Electric Company's electric CCN.

E. WHEREAS, on June 15, 2026, Yearwood filed the Creation Petition with the City Secretary's office requesting the consent of the City to the creation of a municipal utility district encompassing the Land (the "**Creation Petition**").

F. WHEREAS, Peregrine has filed a request for annexation and zoning of the Land, which the City has agreed to review but hold in escrow until the date that is one day after the Peregrine Closing Date, at which time the request for annexation and the zoning application will be deemed to be filed with the City.

G. WHEREAS, Texas Water Code Chapter 54 requires the City's written consent to create a municipal utility district within its ETJ or corporate limits.

H. WHEREAS, City Code of Ordinances Sec. 12.46.120.D.2 (regarding Transportation Impact Fees) allows an offset for the "construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by the City as a condition of development approval and the amount is offset against roadway facilities impact fees otherwise due from the development."

I. WHEREAS, this Agreement requires, among other things, execution of the Related Documents.

J. WHEREAS, the purpose of this Agreement and the Related Documents is to set out the mutually agreeable terms and conditions relating to the creation and operation of a District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement and the Related Documents are essential elements of the granting of the City's consent to creation of a District.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract as follows.

ARTICLE 1. INTRODUCTION

1.01. **Effect of Recitals**. The Parties agree that the foregoing recitals are true and correct and they are incorporated into this Section by this reference.

1.02. **Acknowledgement of Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties.

ARTICLE 2. DEFINITIONS:

In addition to the terms defined elsewhere in in this Agreement, unless the context clearly indicates otherwise, *(a)* the term "Section" shall refer to a Section of this Agreement, *(b)* the term "Article" shall refer to an Article of this Agreement, and *(c)* the following words when capitalized shall have the meanings set forth in this Article, below.

2.01. *"42" MasterPlan Wastewater Line Segment*" means the portion of the forty-two (42) inch diameter gravity wastewater line included in the City's Wastewater Master Plan that is to be Completed (or caused to be Completed) by Developer, at no cost to the City, within a portion of the 42" Gravity Wastewater Line Easement, commencing at the South Lift Station, thence continuing generally northeastward to a point of connection on its west side with a 24" gravity wastewater line to be Completed (or caused to be Completed) by Developer and on its east side with an 8" wastewater line to be Completed (or caused to be Completed) by Developer, for a total distance of approximately 3,800 linear feet, the location of which is generally shown on the Conceptual Wastewater Plan.

2.02. *"42" MasterPlan Wastewater Line Easement*" means an easement to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, in Approved Form, commencing at the South Lift Station Site and continuing generally northeastward to a point on the northern boundary of the Land, the location of which is generally shown on the Conceptual Wastewater Plan. The width of the easement will be determined during final design but must be the wider of *(a)* forty (40) feet, or *(b)* twice the depth of the deepest portion of the line.

2.03. *"42" MasterPlan Wastewater Line Access Easements*" means, collectively, (*a*) the forty (40) foot wide temporary access easement and (*b*) the forty (40) foot wide permanent access easement, in favor of the City and in Approved Form, situated alongside and outside of the 42" MasterPlan Wastewater Line Easement and not overlapping each other, commencing at the terminus of the 42" MasterPlan Wastewater Line within the Land, and continuing generally northeastward to a point on the northern boundary of the Land parallelling the 42" MasterPlan Wastewater Line Easement.

2.04. *"Access Easements"* means one (1) or more temporary or permanent easements in favor of the City in Approved Form, located within the boundaries of the Land, being at least twenty (20) feet wide and improved with an Access Road, for the purpose of providing access to the Major Water Improvements, Major Wastewater Improvements, South Lift Station Site, and the Regional Trail

until such time, if any, as public roads providing access to same are Complete. The term does not include the "'42" MasterPlan Wastewater Line Access Easements'" which is separately defined.

2.05. "*Access Road*" means a paved road meeting the City's specifications and standards to be Completed (or caused to be Completed) by Developer, at no cost to the City, within an Access Easement.

2.06. "*Additional Land Development Standards*" means the standards attached to this Agreement as ***Exhibit B***.

2.07. "*Amenity Centers*" means , collectively, the two (2) private amenity centers referred to herein as the West (Phases 1-5) Private Amenity Center, and the East (Phase 6) Private Amenity Center, to be Completed by Developer each having recreational and other amenities for the use and benefit of the End Buyers, to be located where generally shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.08. "*Approved Form*" means an instrument in the form posted by the City's Real Estate Department on the City's website (currently at https://georgetowntexas.gov/development_services/planning/real_estate/index.php (or its replacement webpage, as the City's website may be updated, redesigned, or revised from time to time in the City's sole discretion), which may be modified only with prior City Attorney approval, as indicated by the City Attorney's signature thereon, but not otherwise. For clarity, as to the easements for the Major Wastewater Improvements, Major Water Improvements, the 42" MasterPlan Wastewater Line Easement, the Pressure Zone 1178 Offsite Water Line Segment Easement, and the permanent 42" MasterPlan Wastewater Line Access Easement, each must be perpetual and exclusively in favor of the City.

2.09. "*Approved Plans*" means the final construction plans prepared in accordance with the Governing Regulations by a professional engineer retained by Developer, and, as to the Public Infrastructure, Parkland Improvements, and the District Areas/Improvements to be financed and constructed by the Districts, as applicable, as approved by the applicable District's professional engineer, if different, in each case, who is registered in and licensed by the State of Texas, and which have been approved in writing by a duly authorized representative of the City for construction of the Public Infrastructure, the Parkland Improvements, and the District Areas/Improvements, as appropriate. The term also includes all recordable easements, in Approved Form, necessary for or related to the construction, operation, and maintenance of the Public Infrastructure, Parkland

Improvements, and the District Areas/Improvements, including temporary construction easements, Access Easements (if applicable), and all easements or deeds for the placement of the relevant improvement.

2.10. "*Assignee*" means, subject to the provisions of **Section 12.02.04**, a person or entity that (*a*) executes a written document assuming all of Developer's then unperformed obligations under this Agreement, and (*b*) has the financial, technical and managerial means to complete such Developer's unperformed obligations under this Agreement.

2.11. "*Bond*" means (1) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by a District, or (2) any other type of obligation that (a) is issued or incurred by a District under a District's borrowing power, without regard to whether it is subject to annual appropriations, and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of a District. The term shall include obligations issued to refund outstanding Bonds but shall not include reimbursement agreements entered into between a District and Developer or bond anticipation notes.

2.12. "*Bond Limit Amount*" means a total of $265,000,000, cumulatively, for all Bonds issued by the Original District plus those issued by any subsequent municipal utility district created by division of the Original District.

2.13. "*City*" means the City of Georgetown, Texas.

2.14. "*City Attorney*" means the City Attorney for the City.

2.15. "*City Council*" means the city council of the City of Georgetown, Texas.

2.16. "*City's 24" Waterline*" means the City's 24" water line generally paralleling Ronald W. Reagan Blvd. which, as of the Effective Date, is complete and operational from the west up to the point where Ronald W. Reagan Blvd. intersects with Barnstead Road, and which, as of the Effective Date, is in the process of being constructed by others up to the point where Ronald W. Reagan Blvd. intersects with Sun City Blvd., and which is planned to be extended further east by the City up to a point near the intersection of Ronald W. Reagan Blvd. and Rattlesnake Road, the general location of which is shown on the Conceptual Water Plan.

2.17. "*City's Northlands WWTP Force Main Easement*" means the twenty (20) foot wide easement over the area described in the survey attached to this Agreement as ***Exhibit C***, to be granted and conveyed (or caused to be granted and conveyed) to the City by Developer, at no cost to the City, in Approved Form when required by **Section 9.06**.

2.18. "*City's Northlands WWTP Site*" means, collectively, the following two tracts of land: (*a*) that certain 20 acres of land described in the Dedication Deed between Del Webb Texas Limited Partnership, an Arizona limited partnership, and Somerset Hills, Ltd., a Texas limited partnership, as grantors, and the City, as grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2009060884; and (*b*) that certain 20.579 acres of land described in the Special Warranty Deed between Cook Tierra LLC, a Texas limited liability company, as grantor, and the City, as grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2026041741.

2.19. "*City's Ronald W. Reagan Blvd. Water Line Easement*" means the fifty (50) foot wide easement described in the survey attached to this Agreement as ***Exhibit D*** to be granted and conveyed (or caused to be granted and conveyed) to the City by Developer, at no cost to the City, in Approved Form, when required by **Section 10.05**.

2.20. "*Community Parks*" means, collectively and when plural, Community Park A (6.3 Acres) and Community Park B (5.1 Acres), to be dedicated to the City and maintained in perpetuity by the District or the HOA pursuant to a Maintenance Agreement, each located where generally shown on the Parks and Open Space Plan. When singular, the term means one of them.

2.21. "*Complete*" "*Completed*" or "*Completion*" means or is deemed to have occurred on the date all of the following events have occurred:

2.21.01. as to all engineered improvements, a registered professional engineer has certified in writing to the City, District, or HOA accepting the improvement that the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment have been installed in accordance with the Governing Regulations and are capable of being fully operational following acceptance of the improvement for use by the City, District or HOA, whichever of them is accepting the improvement; and

2.21.02. all testing and inspections by the City, District, or HOA accepting the improvement have been successfully conducted; all final approvals required for use, operation, and maintenance of the improvement from the City, District, or HOA have been obtained; and the City, District, or HOA has accepted the improvement for use, operation and maintenance; and

2.21.03. as to the Public Infrastructure, the City has received and approved all Conveyance Documentation associated with the improvement, and the City has, in writing, accepted the Public Infrastructure for ownership, operation, and maintenance.

2.22. "*Conceptual Wastewater Plan*" means the diagram attached to this Agreement as ***Exhibit E***, showing the Major Wastewater Improvements needed to provide Wastewater Service to the Land.

2.23. "*Conceptual Water Plan*" means the diagram attached to this Agreement as ***Exhibit F***, showing the Major Water Improvements needed to provide Wastewater Service to the Land.

2.24. "*Conceptual Parks and Open Space Plan*" means the diagram attached to this Agreement as ***Exhibit G***, showing the location of the Primary Park, the Connecting Trails, the Arterial Trail, the Amenity Centers, the Community Parks, the Private Parks, the Internal Trails, and the Open Space, subject to adjustments necessary to meet the siting requirements of UDC Section 15.08.040.

2.25. "*Conceptual Transportation Plan*" means the diagram attached to this Agreement as ***Exhibit H***, showing the general locations of the Yearwood Minor Arterial Road, the Emergency Vehicle Access Roads, and the Internal Transportation Improvements, as well as the locations for traffic calming improvements required by **Section 8.10.01**

2.26. "*Connection(s)*" means an Active Connection (defined below) to the City's water or wastewater system on the Land. For the purposes of this Agreement, a ¾" water meter is equivalent to one Connection. The number of Connections associated with multifamily structures or meters larger than ¾" in size shall be the same as the number of "Service Units" calculated using Georgetown's meter equivalency standards set forth in Section 13.32.050 of Georgetown's Code of Ordinances, as said ordinance may be amended from time to time by the City Council. As used in this definition, the term "*Active Connection*" means a Connection for which there is an open utility account with the City during any portion of a monthly billing period.

2.27. "*Connecting Trails*" means, collectively, the four (4) trails to be Completed (or caused to be Completed) by Developer to provide connectivity to the Regional Trail, as generally shown on the Parks and Open Space Plan.

2.28. "*Connecting Trails Easements*" means, collectively, the four (4) easements to be granted and conveyed to a District or HOA within which Developer shall Completed (or cause Completion of) the Connecting Trails, each being twenty (20) feet wide, as generally shown on the Parks and Open Space Plan.

2.29. "*Conveyance Documentation*" means and includes the information required by the City' Real Estate Department for conveyances of interests in land to the City (available on the City's website), and by the City for acceptance of the Completed Public Infrastructure, at minimum, the following information, as applicable:

- As to an Internal Utility Easement for any Internal Utility Facilities that are not located, with the City's pre-approval, within a ROW, a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered with and licensed by the State of Texas; drafts of all Access Easements in Approved Form (if applicable),a draft License to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed easement area; and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to an Internal Trail Easement, a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered with and licensed by the State of Texas; drafts of all Access Easements in Approved Form (if applicable), and a draft License to Encroach in Approved Form (if applicable).

- As to the Emergency Vehicle Access Easements, the 42" MasterPlan Wastewater Line Access Easements, and any other Access Easement, a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a surveyor registered with and licensed by the State of Texas; an ownership and lien affidavit covering the proposed easement area; a current title commitment showing the encumbrances of record affecting the proposed easement area; and a draft License to Encroach in Approved Form (if applicable).

- As to the 42" MasterPlan Wastewater Line Easement, and easements for all Major Wastewater Improvements and Major Water Improvements, draft easement

instruments in Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed easement areas prepared a surveyor licensed by and registered to practice in the State of Texas; a draft of the Access Easement in Approved Form (if applicable), drafts of all Licenses to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed easement area; and a current title commitment showing the encumbrances of record affecting the proposed easement areas.

- As to deeds for the Primary Park (the portion outside all floodplains) and the South Lift Station Site, a draft deed instrument in Approved Form; the legal descriptions (metes and bounds or platted lot) and map or sketch of the proposed deeded area prepared by a surveyor licensed by and registered to practice in the State of Texas; a drafts of the Access Easement in Approved Form (if applicable), drafts of all Licenses to Encroach in Approved Form (if applicable); an ownership and lien affidavit covering the proposed deed area; and a current title commitment showing the encumbrances of record affecting the proposed deed area.

- As to a License to Encroach, means an instrument in Approved Form authorizing use of a City easement or City ROW for landscaping or private utility lines, an application for which must describe in detail the proposed improvement and the exact proposed location, pursuant to Chapter 12.09 of the City Code of Ordinances. Developer understands and agrees that no License to Encroach shall be issued by the City for the masonry walls, fences, gates, or any similar improvements within the ROW for the Yearwood Minor Arterial Road or any other ROW owned or controlled or to be owned or controlled by the City. City understands and agrees that a License to Encroach shall be issued by the City to District or HOA for landscape maintenance within the ROW for the Yearwood Minor Arterial Road on execution of a Maintenance Agreement in Approved Form relating to landscape maintenance.

- As to all Public Infrastructure, means the following*:* (a) the financial security required by the UDC for the Completed improvement; (b) a set of construction plans for a Completed improvement certified as "as-built" by the Engineer responsible for preparing the Approved Plans for same; (c) all final, recordable easements or deeds (as applicable), (to the extent said easements or deeds were not delivered with the application for approval of the construction plans for the Completed improvement and approved by the City with the Approved Plans); and (d) all third party warranties and guarantees associated with the improvement.

2.30. "*Day*" or "*days*" means the day or days that the City is open for business.

2.31. "*Develop, Developed, or Development*" means the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including, but not limited to, division of a parcel of land into two (2) or more parcels; alteration of the surface or subsurface of the land including mining, grading, filling, or excavating; clearing or removal of natural vegetation in preparation of construction activities; installation of public infrastructure; construction of impervious surfaces; and vertical development. Excluded from this definition are repairs to existing utilities; minimal clearing of vegetation for surveying and testing; removal of ashe juniper trees (but only after City approval of a Tree Survey meeting UDC requirements), filling, grading, and compacting previously mined areas for reclamation (but only after securing any necessary permits for such mining reclamation activities); and bona fide agricultural activities. Notwithstanding the foregoing, operation of the existing stone and aggregate and concrete processing plant, and operation of the existing quarry and plant and related mining reclamation activities that are permitted pursuant to the terms of the existing lease, as previously amended (the "Concrete Lease") between Yearwood and Central Texas Stone and Aggregate ("CTSA") on the Land for the period commencing on Effective Date and ending on September 2, 2027 (as to the stone and aggregate and concrete processing plant) and ending on March 2, 2028 (as to the operation of existing quarry and plant and related mining reclamation activities that are permitted pursuant to the terms of the Concrete Lease) by CTSA and Lauren Concrete (respectively) will not fall under this definition. For clarity, references to an "existing quarry" refers to areas in which trees were removed before the Effective Date.

2.32. "*Developer*" means *(a)* Peregrine, for the period between the Effective Date and the FCL Closing Date; and *(b)* FCL and its permitted assigns under **Section 12.02,** for the period after the FCL Closing Date; provided, however, in the event that FCL does not acquire the Land from Peregrine on or before the FCL Closing Date, then "Developer" shall refer to Peregrine and its permitted assigns.

2.33. "*District*" means the Original District and any subsequent municipal utility district created by division of the Original District.

2.34. "*District Areas/Improvements*" means, collectively, all areas and improvements other than the Public Infrastructure that are to be owned and maintained by a District or the HOA (*i.e.*, not by the City or any other

Governmental Authority or an End Buyer), as applicable, including, without limitation, the Shared Driveways (described in **Section 6.10**), the Drainage Facilities, portions of the Primary Park (described in **Section 7.03.01**), the Community Parks, the Private Parks, the Amenity Centers, the Lakes, the Open Space Areas, the Parkland Improvements, the Connecting Trails, the Internal Trails, Landscape Areas, and improvements or areas that are not Public Infrastructure or constructed by an End Buyer.

2.35. *"District Creation Date"* means the date that the TCEQ issues a final unappealable order approving creation of the Original District.

2.36. *"Drainage Facilities"* means all areas labeled as "Detention" or "Water Quality Ponds" or similarly on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan; a drainage facility or improvement shown on any Approved Plan; and all other water quality, stormwater management, detention, or retention facilities to be located on or to serve Development on the Land, excluding only such of those facilities that are within the definition of Transportation-Related Drainage Improvements.

2.37. *"ETJ"* means the extraterritorial jurisdiction of the City as determined under Chapter 42 of the TLGC, as amended.

2.38. "*Effective Date*" has the meaning given in **Section 3.01.**

2.39. "*Eligible Transportation Improvements*" means, collectively, the Yearwood Minor Arterial Road, including drainage infrastructure solely in support of the Yearwood Minor Arterial Road, and the improvement funded by the Interlocal Agreement Costs.

2.40. "*Emergency Vehicle Access Easements*" means, collectively, the twenty feet (20') wide easements in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, located as to ensure emergency vehicle access to each Development Phase as Development of the Land progresses per the requirements of **Section 8.08** and **Section 8.09**.

2.41. "*Emergency Vehicle Access Road*" has the meaning given in **Section 8.09.**

2.42. "*End Buyer*" means an owner, tenant, or occupant of a Lot, regardless of the proposed use of such Lot.

2.43. "*FCL Closing Date*" means the date that a deed is recorded in the Official Public Records of Williamson County, Texas, evidencing the acquisition by FCL

of fee simple title to the Land from Peregrine, which date must be on or before the FCL Closing Deadline.

2.44. "*FCL Closing Deadline*" has the meaning given in Paragraph C of the Recitals.

2.45. "*Geologic Assessment*" means that certain "Phase II Karst Assessment for the 728.36-acre Yearwood Tract," prepared by Crystal Hall, PG of Gray Civil, Inc. dated March 27, 2026.

2.46. "*Governing Regulations*" means and includes the following laws, regulations and documents in effect as of the Effective Date, except as otherwise expressly stated hereinbelow and to the extent such modifications or changes to the Governing Regulations fall within the exceptions appearing in Section 245.004 TLGC or to the extent Developer elects, in its sole discretion, to comply with modifications or changes amendments or changes to the Governing Regulations::

2.46.01. This Agreement, including all Exhibits; and

2.46.02. The PUD Ordinance; and

2.46.03. The UDC, as defined herein and adopted by the City on August 11, 2026, as amended by the PUD Ordinance and the Additional Land Development Standards; and

2.46.04. The City's Development Manual, and

2.46.05. The City's Parkland Development Guidelines; and

2.46.06. The Approved Plans; and

2.46.07. The Maintenance Agreement(s); and

2.46.08. The City Code of Ordinances; and

2.46.09. TLGC Chapter 245; and

2.46.10. The Edwards Aquifer Recharge Zone Regulations, and any amendments thereto, promulgated by the TCEQ or its successor agency; and

2.46.11. Federal, state, and local laws, and statutes, regulations, permits and orders of a Governmental Authority (other than the City) having jurisdiction over the City's provision of Water Service and/or Wastewater Service,

including any amendments that may be approved from time to time by such Governmental Authority; and

2.46.12. Federal, state, and local laws, and statutes, regulations, permits and orders of a Governmental Authority (other than the City) having jurisdiction over Development of the Land, Service including any amendments that may be approved from time to time by such Governmental Authority; and

2.46.13. the City's Construction Specifications and Standards Manual(s); and

2.46.14. the City's Drainage Criteria Manual; and

2.46.15. the Drainage Study for the Land dated March 20, 2026, prepared by J. Adam Berry, a qualified engineer licensed and registered in the State of Texas, and hereby approved by the City; and

2.46.16. the City's Neighborhood Traffic Management Program (adopted by City Council Resolution No. 042826-5.C); and

2.46.17. final plats for portions of the Land that are approved, from time to time, by the City in accordance with this Agreement and the UDC; and

2.46.18. ordinances, or amendments thereto, that the City is required to adopt from time to time by state or federal law; and

2.46.19. all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including changes and local amendments thereto that may be adopted from time to time by the City, provided, that such changes and amendments are uniformly applied to the land within the City's corporate limits.

2.47. "*Governmental Authority*" means the City, the County, TCEQ, TxDOT, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Public Utility Commission of Texas, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Land, the Project, or the improvements to be constructed on the Land. The term does not include a District.

2.48. "*HOA*" means a homeowners' association formed and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot on the Land.

2.49. "*Initial Connection Limit*" means a combined total **300** Service Unit Equivalents (SUEs) from Wastewater Connections located on the Land and/or on Rock Bluff Ranch.

2.50. "*Initial Parties*" means the City, Yearwood, Peregrine, and FCL.

2.51. "*Interim Wastewater Line*" means the wastewater line to be designed and Completed (or caused to be designed and Completed) in accordance with the Approved Plans by Developer at no cost to the City and located within the Interim Wastewater Easement and the City's ROW (but not a County or State ROW) and sized to collect flows up to, but not more than, the Initial Connection Limit.

2.52. "*Interim Wastewater Line Easement*" means the easement in Approved Form to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, for the portion(s) of the Interim Wastewater Line located outside of the City's ROW, commencing at a point on the Land, and terminating at a point of connection with the City's existing eighteen (18) inch wastewater line located in the Sun City Subdivision, as generally shown on the Conceptual Wastewater Plan.

2.53. "*Interlocal Agreement*" means the interlocal agreement to be entered into between the City and the County pursuant to which the City will initially fund, and the County will design and construct, a right-turn deceleration lane from Ronald Reagan Jr. Blvd. onto the Yearwood Minor Arterial Road.

2.54. "*Interlocal Agreement Costs*" means and includes all costs, fees, and expenses incurred by the City under the Interlocal Agreement.

2.55. "*Internal Trails*" means the pedestrian and bicycle trails to be Completed (or caused to be Completed) by Developer at no cost to the City on the Land in the general locations shown on the Conceptual Parks and Open Space Plan being at least ten feet (10') wide, constructed of concrete, or, if approved in advance by the City's Director of Parks and Recreation, of asphalt, crushed granite, or natural materials, and providing for pedestrian and bicycle circulation.

2.56. "*Internal Trails Easements*" means the easement in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the District or HOA for perpetual ownership and maintenance for the Internal Trails in the general location shown on the Conceptual Parks and Open Space Plan.

2.57. "*Internal Transportation Improvements*" means, collectively, all streets and roads to be constructed (or caused to be constructed) by Developer entirely within the Land that are classified as "Local" or "Collector" level roads in Chapter 12 of the UDC which will be dedicated to the City as public streets, and after Completion and acceptance by the City, will be owned and maintained by the City. The term does not include the Yearwood Minor Arterial Road or the Emergency Vehicle Access Roads, which are separately defined.

2.58. "*Internal Wastewater Improvements*" means, collectively, all wastewater lines, piping, valves, and related equipment and appurtenances to be constructed (or caused to be constructed) by Developer, at no cost to the City, within the Land and within an Internal Utility Easement to enable the City to provide retail Wastewater Service to each Lot on the Land. The term does not include Major Wastewater Improvements, which are separately defined.

2.59. "*Internal Water Improvements*" means, collectively, all water lines, piping, valves, and related equipment and appurtenances to be constructed (or caused to be constructed) by Developer, at no cost to the City within the Land and within an Internal Utility Easement to enable the City to provide Waster Service to each Lot on the Land. The term does not include the Major Water Improvements, which are separately defined.

2.60. "*Internal Utility*" or "*Internal Utilities*" means, when singular, an Internal Water Improvement or an Internal Wastewater Improvement, and when plural more than one of either or both of them. The term does not include service lines connecting to a City-owned pipeline on the Lot owner's side of a water meter.

2.61. "*Internal Utility Easements*" easement in Approved Form granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, for the Internal Wastewater Easements and the Internal Water Improvements which may, with the City's consent evidenced by the City's signature on the final plat and Approved Plans, be within a ROW.

2.62. "*Lakes*" means, collectively, the two (2) man-made water bodies created by quarrying activities on the Land, to be owned by a District and maintained in perpetuity by a District or the HOA, as applicable, pursuant to a Maintenance Agreement, located generally where shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.63. "*Land*" approximately 728.38 acres of land in Williamson County, Texas described by metes and bounds on ***Exhibit A-1*** and shown on the Location Map attached to this Agreement as ***Exhibit A-2***.

2.64. "*Landscape Areas*" means and includes (*a*) areas alongside and/or within the Transportation Improvements such as areas within medians, between the paved lanes and sidewalks, and between sidewalks and Walls and Fencing ; (*b*) common areas owned by the HOA; to be owned and maintained in perpetuity by a District or the HOA pursuant to a Maintenance Agreement,

2.65. "*Location Map*" means the map attached to this Agreement as ***Exhibit A-2*** showing the location of the Land, the proposed Rock Bluff Ranch subdivision, Berry Creek, SH 195, Rattlesnake Road, Ronald W. Reagan Blvd., CR 245, Sun City Blvd., Silver Spur Blvd., platted subdivisions, and other existing landmarks.

2.66. "*Lot*" means a legal lot included in a final subdivision plat approved by the City and recorded in the Official Public Records of Williamson County, Texas.

2.67. "*Major Wastewater Improvements*" means, collectively, the South Lift Station, the 42" MasterPlan Wastewater Line Segment, and the 8", 12", 18", and 24" gravity wastewater lines shown on the Conceptual Wastewater Plan. If Developer chooses to construct the Interim Wastewater Line, the term also includes the Interim Wastewater Line.

2.68. "*Major Water Improvements*" means, collectively, Pressure Zone 1065 Major Water Line No. 1, Pressure Zone 1065 Major Water Line No. 2, Pressure Zone 1178 Major Water Line, and the Pressure Zone 1178 Major Water Line Off-Site Segment.

2.69. "*Maintenance Agreement(s)*" means one (1) or more agreements in the form attached as ***Exhibit J*** and related to maintenance in perpetuity of the District Areas/Improvements, to be entered into between the City, Developer, and a District; or between the City, Developer, and the HOA, depending on whether a District or the HOA is to maintain the District Area/Improvement.

2.70. "*Master Covenant*" means, collectively, those certain documents that are in all material respects consistent with this Agreement and the Related Documents, establishing a uniform plan for the governance of the Land by the establishing a declarant for the HOA. The Master Covenant must include the provisions set forth in **Section 6.07.**

2.71. "*Neighborhood Collector*" has the meaning given in the UDC.

2.72. "*Open Space Areas*" means the approximately 168.6 acres out of the Land where all Development is prohibited and which is intended to remain in an undisturbed state and owned and maintained in perpetuity by a District or HOA pursuant to a Maintenance Agreement, labeled as such and located where generally shown on the Conceptual Land Use Plan and the Conceptual Parks and Open Space Plan.

2.73. "*Original District*" means Williamson County Municipal Utility District No. ____ (or next available numerical designation), prior to any division thereof.

2.74. "*Ornamental Water Feature*" means an artificial water feature dug or created on the Land primarily for aesthetic purposes, including but not limited to ponds.

2.75. "*Park Development Fee*" means the Park Development Fee per dwelling unit in effect at the time of the City's approval of a final plat containing the Primary Park or a Community Park.

2.76. "*Parkland Improvements*" means the type and in the number of improvements listed in UDC Sec. 13.08.030.B.3.b, Table 13.08.030.C.3.b, and Sec. 13.08.030.B.3.c., and conforming to the City's Parkland Development Guidelines, as shown on Approved Plans for the Primary Park and the Community Parks.

2.77. "*Parties*" means, collectively, the City, Yearwood, Peregrine, FCL, the Original District, and any District created by division of the Original District; provided, however, that upon conveyance of the Land by Yearwood to Peregrine in accordance with this Agreement, Yearwood shall no longer be a party hereto, and upon conveyance of the Land by Peregrine to FCL in accordance with this Agreement, Peregrine shall no longer be a party hereto.

2.78. "*Party*" means one of the Parties.

2.79. "*Peregrine Closing Date*" means the date that a deed is recorded in the Official Public Records of Williamson County, Texas, evidencing the acquisition by Peregrine of fee simple title to the Land from Yearwood, which date must be on or before the Peregrine Closing Deadline.

2.80. "*Peregrine Closing Deadline*" has the meaning given in Paragraph B of the Recitals.

2.81. "*Phasing Plan*" means the sequence of Development of the Land shown by clearly demarcated spatial boundaries for each phase (lot lines, streets, parks,

trails, and utilities) and the numerical order of each phase, which is attached to this Agreement as ***Exhibit K***.

2.82. "*Pressure Zone 1065 Major Water Line No. 1*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1065 connecting at both ends and a mid-point to the City's 24" Water Line that borders the southern boundary of the Land, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of twelve (12) inches.

2.83. "*Pressure Zone 1065 Major Water Line No. 1 Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1065 Major Water Line No. 1 to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.84. "*Pressure Zone 1065 Major Water Line No. 2*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1065 connecting at its western end to Pressure Zone 1065 Major Water Line No. 1, and, at its eastern end, either *(a)* terminating in a stub out near the intersection of Ronald Reagan Blvd., and Rattlesnake Road, or *(b)* connecting to the City's 24" water line situated alongside Ronald W. Reagan Blvd. if present, as generally shown on the Conceptual Land Use Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of twelve (12) inches.

2.85. "*Pressure Zone 1065 Major Water Line No. 2 Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1065 Major Water Line No. 2 to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.86. "*Pressure Zone 1178 Major Water Line*" means the water line to be Completed (or caused to be Completed) by Developer at no cost to the City used only to provide Water Service to Connections on the Land within Pressure Zone 1178 connecting at its southern end to the City's 24" Water Line, and terminating at the northern boundary of the Land, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design, but must be a minimum of sixteen (16) inches The term does not include the

Pressure Zone 1178 Major Water Line Off-Site Segment, which is separately defined.

2.87. "*Pressure Zone 1178 Major Water Line Easement*" means the twenty-five (25) foot wide easement in Approved Form for the Pressure Zone 1178 Major Water Line to be granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.88. "*Pressure Zone 1178 Major Water Line Off-Site Segment*" means the portion of the Pressure Zone 1178 Major Water Line that commences at the southern boundary of the Land and extends southward to a point of connection with a City 24" Water Line that is alongside Ronald W. Reagan Blvd., which is to be constructed by others, as generally shown on the Conceptual Water Plan. The diameter of the water line will be determined by the City during final design based on the demands for water service within the Land at full buildout, but must be a minimum of sixteen (16) inches.

2.89. "*Pressure Zone 1178 Major Water Line Off-Site Segment Easement*" means the twenty-five (25) foot wide easement in Approved Form to be acquired, granted and conveyed (or caused to be granted and conveyed) by Developer to the City, at no cost to the City, when and as required by this Agreement.

2.90. "*Primary Park*" means the approximately 141.3 acre area labeled as such and located where generally shown on the Conceptual Parks and Open Space Plan, which is to be owned in part by the City (the portion outside of a floodplain) and in part by a District (the portion within a floodplain), , and maintained in perpetuity by a District or the HOA, as applicable, pursuant to a Maintenance Agreement, as described in **Section 7.03.01.**

2.91. "*Private Park*" means the approximately 4.5 acre area labeled as such on the Conceptual Parks and Open Space Plan, which is to be owned and maintained in perpetuity by a District or HOA pursuant to a Maintenance Agreement, located where generally shown on the Parks and Open Space Plan.

2.92. "*Project*" means Development of the Land with up to 1,894 dwelling units and approximately 15 acres of commercial development, plus the District Areas/Improvements and the Public Infrastructure, all in accordance with the Governing Regulations.

2.93. "*Public Infrastructure*" means, collectively, the Transportation Improvements, the Water Improvements, and the Wastewater Improvements. The term does not include the Drainage Facilities.

2.94. "*PUD Ordinance*" means, on its final adoption, the ordinance approved by the City Council adopting a PUD Development Plan for the Land, as said ordinance may be amended from time to time.

2.95. "*Regional Trail*" means the ten (10) foot wide concrete hike and bike trail and associated ancillary appurtenances meeting the specifications set forth in the attached ***Exhibit L***, including low water crossings, to be Completed (or caused to be Completed) by Developer at no cost to the City within the Regional Trail Easement.

2.96. "*Regional Trail Easement*" means the twenty (20) foot wide easement beginning at a point on the Land near the intersection of Sun City Blvd. and the Yearwood Minor Arterial Road, and extending generally northward parallelling Berry Creek on the west side, and ending at the northern boundary of the Land, as generally shown on the Conceptual Parkland and Open Space Plan, adjusted as necessary due to topographical constraints.

2.97. "*Related Documents*" means, collectively, the PUD Ordinance and the Maintenance Agreement(s).

2.98. "*Residential Collector*" has the meaning given in the UDC.

2.99. "*Rock Bluff Ranch*" means that certain 854.8 acres of land situated north of and immediately adjacent to the Land in the location generally shown on the Location Map attached to this Agreement as ***Exhibit A-2***, which will be developed by FCL pursuant to separate agreements between the City, FCL, the owner(s) of Rock Bluff Ranch, and any other necessary parties thereto.

2.100. "*ROW*" means a public right-of-way.

2.101. "*Service Unit Equivalent*" or "*SUE*" has the same meaning as the term "Service Unit Equivalent" as used and defined in City Code of Ordinances Sec. 13.32.F ("Service Unit Equivalent"), the number of which are to be calculated in accordance with City Code of Ordinances Sec. 13.32.050.

2.102. "*South Lift Station*" means a new wastewater lift station to be designed and constructed (or caused to be designed and constructed) by Developer at no cost to the City on the South Lift Station Site. The size of the lift station shall be

determined by the City during final design. Except as otherwise allowed by **Section 9.09**, the lift station shall be designed and constructed with capacity only as required to meet the projected demands for service within the Land consistent with this Agreement, and the Parties' reasonably projected demands for service within Rock Bluff Ranch.

2.103. "*South Lift Station Deed*" means the deed in Approved Form granting and conveying the South Lift Station Site to the City in fee simple at no cost to the City.

2.104. "*South Lift Station Site*" means a one (1) acre portion of the Land accessible from a Completed public road generally located where shown on the Conceptual Wastewater Plan on which Developer will construct (or cause to be constructed) the South Lift Station, and where the City may construct or cause to be constructed an expansion of the South Lift Station. The one (1) acre minimum siting requirement is in addition to the Access Easement required to enter the South Lift Station Site from a Completed public road. As long as a one-quarter (1/4)-acre portion of the one (1) acre site on which the South Lift Station will be located is outside of the FEMA and Atlas 14 floodplains, the remainder of the site may be in a FEMA or Atlas 14 floodplain if it is also outside of a Stream Buffer Area.

2.105. "*Stream Buffer Areas*" means the areas identified as being within the smaller of the FEMA or Atlas 14 floodplain map on the Stream Buffer Location Map attached to the Geologic Assessment as Attachment F, within which all Development is prohibited, excluding construction of the 42" MasterPlan Wastewater Line Segment, if situated as described in **Section 9.05.02.**

2.106. "*TCEQ*" means the Texas Commission on Environmental Quality, or its successor agency having jurisdiction over wastewater treatment and discharge.

2.107. "*TLGC*" means the Texas Local Government Code.

2.108. "*TIF Offset*" means the maximum amount that the Transportation Impact Fee (TIF) may be reduced on Developer's demonstration of compliance with the terms and conditions of this Agreement, calculated after Completion of the Yearwood Minor Arterial Road and payment of the Interlocal Agreement Costs, and the City's acceptance of the TIF Offset Documentation, per **Section 8.11.02.**

2.109. "*TIF Offset Documentation*" means the information described on the attached ***Exhibit N***.

2.110. "*TIF Service Unit*" means one vehicle-mile of travel during the afternoon peak hour of traffic, and is also sometimes referred to in City Code of Ordinances Chapter 12.46 as a "vehicle mile."

2.111. "*Transportation Impact Fee*" or "*TIF*" means the transportation impact fee adopted by the City Council pursuant to Chapter 395 of the TLGC to recoup the costs of capital improvements or expansions to the City's transportation system, in the amount in effect on the "Assessment Date," as the term "Assessment Date" is defined in City Code of Ordinances Section 12.46.090 and which amount may be revised by the City Council after the Effective Date in accordance with the applicable procedures set forth in Texas Local Government Code (TLGC) Chapter 395.

2.112. "*Transportation Improvements*" means, collectively, the Yearwood Minor Arterial Road, the Emergency Vehicle Access Roads, the Internal Transportation Improvements, and the Transportation-Related Drainage Improvements.

2.113. "*Transportation-Related Drainage Improvements*" means those stormwater, drainage, and water quality control facilities required to manage stormwater, drainage, and water quality resulting from public streets and roadways and that are shown on the Approved Plans for the public street or roadway. The term does not include stormwater, drainage, and water quality control facilities that are associated with any other type of Development on the Land.

2.114. "*Unified Development Code*" or "*UDC*" means the City's Unified Development Code approved and adopted by the City Council of the City of Georgetown on August 11, 2026 pursuant to Ordinance No. 2026-39, and effective on November 1, 2026. Notwithstanding the foregoing, Developer may elect, in its sole discretion, to comply with later versions of, or amendments to, the UDC adopted by the City Council after August 11, 2026, if any.

2.115. "*Vertical Development*" means the construction, installation or remodeling of structure(s) for which the City typically requires a building permit or certificate of occupancy.

2.116. "*Walls and Fencing*" means the walls and fencing meeting the Wall and Fencing Standards placed within an Open Space Area or within perpetual easements granted to a District or the HOA, and not in, on, or over any ROW (City or County), PUE, the 42" MasterPlan Wastewater Line Easement, the permanent 42" MasterPlan Wastewater Line Access Easement, or any other City easement for any other Public Infrastructure, to be constructed (or caused to be constructed) by

Developer and maintained in perpetuity by a District or the HOA at no cost to the City, to be located generally where shown on the Conceptual Wall and Fencing Plan subject to the foregoing limitations.

2.117. "*Wall and Fencing Standards*" means the design and construction standards for the Walls and Fencing consistent with the descriptions on the Conceptual Wall and Fencing and as may be specified in more detail in the PUD Ordinance, but in no event shall Walls and Fencing be placed in, on, or over any City easement or ROW.

2.118. "*Wastewater Impact Fee*" means the charges or assessments of money imposed per Service Unit Equivalent by the City pursuant to City Code of Ordinances Chapter 13.32 against new development to generate revenue for funding or recouping the costs of wastewater system capital improvements or facility expansions necessitated by or attributable to new development, in the amount in effect at the time of assessment under City Code of Ordinances Section 12.32.070, as said amount may be revised by the City Council during the Term in accordance with the applicable procedures set forth in TLGC Chapter 395.

2.119. "*Wastewater Impact Fee Credit Documentation*" has the meaning given in **Section 9.05.03.**

2.120. "*Wastewater Improvements*" means, collectively, the Major Wastewater Improvements, the Internal Wastewater Improvements and, if constructed, the Interim Wastewater Line.

2.121. "*Wastewater Service*" means the provision by the City of domestic wastewater collection and treatment services to retail customers within the Land per the rules and regulations promulgated by the City and the terms and conditions of this Agreement.

2.122. "*Water Impact Fee*" means the charges or assessments of money imposed per Service Unit Equivalent by the City pursuant to City Code of Ordinances Chapter 13.32 against new development to generate revenue for funding or recouping the costs of water system capital improvements or facility expansions necessitated by or attributable to new development, in the amount in effect at the time of assessment under City Code of Ordinances Section 12.32.070, as said amount may be revised by the City Council during the Term in accordance with the applicable procedures set forth in TLGC Chapter 395.

2.123. "*Water Improvements*" means, collectively, the Major Water Improvements and the Internal Water Lines.

2.124. "*Water Service*" means the provision by the City of potable water service to retail customers within the Land per the rules and regulations promulgated by the City and the terms and conditions of this Agreement.

2.125. "*Water Softener*" means any devices that, via ion exchange, replaces calcium and magnesium ions with sodium ions in water.

2.126. "*Water Service*" means the provision by the City of potable water and domestic wastewater collection and treatment services to retail customers within the Land per the rules and regulations promulgated by the City.

2.127. "*Yearwood Arterial ROW Exhibit*" means the attached ***Exhibit O*** showing "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" located on the City's Northlands WWTP Site.

2.128. "*Yearwood Minor Arterial Road*" means the roadway and its related Transportation-Related Drainage Improvements to be constructed (or caused to be constructed) by Developer at no cost to the City having a 110-foot ROW width commencing at a point along Ronald W. Reagan Blvd. directly across from Sun City Blvd., traversing the Land in a west-northwesterly direction, and ending at a point along the northwestern boundary the Land, in the general location shown on the Conceptual Transportation Plan.

ARTICLE 3. EFFECTIVE DATE; PEREGRINE TERMINATION; DISTRICT CREATION AND ORGANIZATION MATTERS

3.01. **Effective Date**. The "**Effective Date**" of this Agreement will occur if and on the date that both of the following conditions are met on or before the date that is sixty (60) days after the City Council has approved this Agreement (the "**60-Day Deadline**"): *(a)* the duly authorized representatives of the Initial Parties have executed five (5) originals of this Agreement and returned same to the City; and *(b)* Peregrine has acquired fee simple title to the Land from Yearwood on or before the Peregrine Closing Deadline and provided a copy of the recorded deed evidencing such acquisition to the City Attorney. If either of the foregoing conditions are not met on or before the 60-Day Deadline, this Agreement will not become effective, be null and void, and have no force or effect.

3.02. **Voluntary Annexation Request and Municipal Services Agreement**. The City acknowledges that Peregrine has submitted a written request for voluntary annexation of the Land (the "**Voluntary Annexation Request**") and has executed a Municipal Services Agreement. The Parties agree that the Voluntary Annexation Request and Municipal Services Agreement will be deemed to be submitted to the City on the Peregrine Closing Date, provided that such date is on or before the Peregrine Closing Deadline and the 60-Day Deadline, and agree further that, prior to such time, the City will hold the Voluntary Annexation Request and Municipal Services Agreement in escrow and not commence the voluntary annexation proceedings. The Parties hereby stipulate that the request for annexation of the Land into the City limits is made voluntarily by Peregrine and is consented to by FCL.

3.03. **PUD Zoning Application**. Peregrine agrees to submit, or cause to be submitted, an administratively complete application for zoning of the Land as a Planned Unit Development ("PUD") that is consistent with the terms and conditions of this Agreement (the "**PUD Zoning Application**") within one hundred twenty (120) days after the Peregrine Closing Date.

3.04. **Peregrine Termination**. Peregrine reserves the right, at its election, to terminate this Agreement by delivery of written notice to the City, if the City Council fails to concurrently approve (*i.e.*, such approval to occur at the same City Council meeting) an ordinance annexing the Land into the corporate boundaries of the City limits and adopt the PUD Ordinance for the Land in accordance with the terms and conditions of this Agreement within one hundred twenty (120) days after the Effective Date (a "**Peregrine Termination**"). Upon a Peregrine Termination of this Agreement pursuant to this **Section**, the Parties will have the following rights and obligations, which survive such termination: *(a)* if the City has annexed the Land into its corporate limits, the City shall immediately disannex the Land; *(b)* if Peregrine has submitted, or caused to be submitted, a PUD Zoning Application or any other Development-related applications to the City, such applications will be deemed to have been withdrawn by Peregrine, and Peregrine and FCL each waive any rights under TLGC Section 43.002(a), except as to stone and aggregate and concrete processing plant and mining activities; *(c)* if Peregrine has submitted, or caused to be submitted, any documents pertaining to creation of the Original District to the TCEQ, the Attorney General, or the state legislature, Peregrine shall immediately withdraw such applications or other documents; *(d)* if the District Creation Date has occurred, Peregrine shall immediately pursue TCEQ proceedings or decisions to dissolve the Original District; (*e*) if the City has not annexed the Land, the City shall immediately release from escrow and return

to Peregrine the Voluntary Annexation Request and Municipal Services Agreement; and *(f)* **Section 3.09** shall remain in full force and effect until items *(a)*, *(b)*, *(c)*, *(d)* and/or *(e)* above, as applicable, are completed.

3.05. **Consent to Creation of Original District as In-City District**. By their signatures on this Agreement, Peregrine and FCL hereby stipulate that they each join in the request made in the Creation Petition for consent to creation of a municipal utility district on the Land, and stipulate that they desire creation of an In-City District (not an ETJ District). By execution of this Agreement and subject to the terms and conditions hereof, the City consents to the inclusion of all of the Land within the Original District and the creation of the Original District upon annexation of the Land by the City. The City agrees that this Agreement will constitute and evidence the City's consent to the creation of the Original District as an In-City District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the Original District as an In-City District, but the City agrees to provide a resolution confirming its consent if requested by Developer including to evidence that the conditions to the effectiveness of this Agreement and the City's consent have been met.

3.06. **Organizational Meeting of the Original District's Board.** The first organizational meeting of the Original District's Board must be held within sixty (60) days after the District Creation Date.

3.07. **Execution of this Agreement by District.** At its first organizational meeting, the Original District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the Original District's Board, and return a fully executed, certified copy of this Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the Original District's Board.

3.08. **Limit on District's Authority**. Prior to the time that this Agreement is executed by the Original District and the executed Agreement is returned to the City Attorney, the Original District shall not divide, issue Bonds or enter into developer reimbursement agreements (unless such developer reimbursement agreements provide that they are only effective if, and when, the foregoing document has been executed and delivered to the City Attorney) and the Original District shall be prohibited from taking any affirmative act to do so. If the Original District fails to approve, execute, and deliver this Agreement to the City Attorney within thirty (30) days of the first organizational meeting of the Original District's Board, such failure shall constitute a material breach of this Agreement and shall

operate to prohibit the Original District from taking any affirmative act to divide, issue Bonds or executing developer reimbursement agreements until the failure has been cured. In addition, the effectiveness of all reimbursement agreements executed by any District and land development agreements executed by Developer or a District shall be expressly conditioned upon approval and execution by the Original District's Board of this Agreement.

3.09. **Withdrawal of Consent**.

3.09.01. The City's consent to the creation of the Original District shall be deemed withdrawn and this Agreement shall be void and have no force or effect if:

(a) The actions described in **Section 3.01** are not completed on or before the 60-Day Deadline, or a Peregrine Termination occurs under **Section 3.05**; or

(b) The District Creation Date has not occurred within eighteen (18) months after the Effective Date, which deadline shall be tolled for the pendency of any contested case hearing challenging creation of the Original District; or

(c) The Original District has not held a confirmation election within eighteen (18) months after the District Creation Date.

3.09.02. If an event described in **Section 3.09.01** occurs and the District Creation Date has not yet occurred, the intent of the Parties is that the Original District is not to be created and the non-City Parties hereby agree that all applications or other documents pertaining to creation of the Original District or issuance of Bonds submitted to the TCEQ, the Attorney General, or the state legislature shall be withdrawn, no District confirmation election shall be called or held, and shall forbear from executing any documents or instruments or taking any other actions enabling the creation, or confirmation of the creation, of the Original District.

3.09.03. If any event described in **Section 3.09.01** occurs and the District Creation Date has occurred, the City may contest or appeal TCEQ proceedings or decisions to dissolve the Original District.

3.09.04. If any event described in **Section 3.09.01** occurs, Developer expressly and irrevocably waives any claims against the City for repayment of costs and expenses that would otherwise be eligible to be reimbursed to Developer by

Original District pursuant to the rules and regulations of the TCEQ or other applicable law.

3.10. **Required Submittals to the City Prior to Creation of the Original District**. Concurrently with the submission of the Original District creation application to the TCEQ, Developer agrees to submit to the City a copy of the application and all supporting documents, including (without limitation) evidence that the land to be included in the Original District is within the City's jurisdictional city limit boundaries and a financial statement of Developer as required by TCEQ rules. The City shall have thirty (30) business days to review the draft application and provide comments to Developer.

3.11. **No Incorporation; No Other Jurisdiction; No Annexation**. In furtherance of the purposes of this Agreement, each District, Owners, and Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except after receiving written consent from the City Council, none of them shall: *(1)* initiate, seek or support any effort to incorporate the Land or any part thereof; or *(2)* sign, join in, associate with, or direct to be signed any document seeking to incorporate the Land or seeking to include the Land within the boundaries of any CCN, special district, governmental assessment jurisdiction, other municipality, or any other governmental entity or area other than the City or a District; or *(3)* initiate, seek or support any effort to annex additional land into the boundaries of a District; or *(4)* initiate, seek or support any effort to disannex all or any portion of the Land from the corporate boundaries of the City or from the City's ETJ.

3.12. **Annexation of Land into a District**. No additional land can be annexed into a District without the prior written consent of the City Council, and amendment of this Agreement and the affected Related Documents. Any attempted annexation of additional land into a District without the prior written consent of the City Council, including amendments to this Agreement and the affected Related Documents, will have no force or effect. Notwithstanding the foregoing, the City acknowledges that in the event of division of the Original District, any portion of the Land may be transferred between individual Districts by annexation or exclusion to ensure individual phases or subdivisions of the Project are within separate Districts, and no City consent shall be required therefor as long as any such annexed or excluded property is within the Land; provided, that the City agrees to provide any documentation evidencing the City's consent to any annexation as may be reasonably requested or required by Developer or the applicable District regarding such annexation, including providing a resolution evidencing its consent within forty-five (45) days of request to the City.

3.13. **Limit on Exercise of Eminent Domain Powers**. Each District is not authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except: *(i)* if necessary to obtain off-site easements for any of the construction of any infrastructure contemplated by this Agreement to be built by Developer or the District located outside the boundaries of the Land, including if necessary to obtain easements for the Pressure Zone 1178 Major Water Improvements, the Interim Wastewater Improvements, Transportation-Related Drainage Improvements and Drainage Facilities required hereunder; or *(ii)* when such power is exercised with the express prior written consent of the City Council.

3.14. **Reimbursement of City Costs and Expenses.** As additional consideration for this Agreement, Developer shall pay (or cause payment) to the City an amount equal to all applicable City application fees, plus the City's out-of-pocket costs, fees, and expenses (including but not limited to attorney's fees and other professional service fees), incurred by the City in connection with the City's consent to formation of the Original District, and negotiation and preparation of this Agreement and the Related Documents. All such costs, fees and expenses that were invoiced to Developer prior to the date that this Agreement is scheduled to be considered by City Council shall be paid in full to the City before this Agreement is considered for approval by the City Council. All remaining or additional amounts must be received by the City on or before the Effective Date. In addition, during the term of this Agreement, Developer or the applicable District shall remit to the City within thirty (30) days after receipt of request for same, payment for any additional fees, costs or expenses incurred by the City in the administration or amendment of this Agreement or the Related Documents.

3.15. **Division of Districts**. In connection with each division of the Original District, this Agreement must be assigned by the Original District to the District created by division thereof as this Agreement relates to the real property included in such District such that each District shall be bound by the terms and conditions of this Agreement. The City acknowledges that the Original District shall be authorized to divide into two or more Districts without the City's consent, from time to time, including the further division of a District; provided, that the City agrees to provide any documentation evidencing the City's consent to such division as may be reasonably requested or required by Developer or the applicable District regarding such division, including providing a resolution within forty-five (45) days of request to the City. In the event of such division, Developer shall notify the City of the name and boundaries of each new District containing all or a portion of the Land created by such division.

3.16. **Director Qualifying Lots**. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purpose of qualifying such person to be a member of the Board of Directors of a District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

3.17. **Manufactured or Mobile Homes**. The City agrees that manufactured or mobile homes may be placed on the Land for the following uses: *(1)* for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or *(2)* for use as a construction/temporary sales office in connection with the construction of improvements to serve the Land and home sales.

3.18. **Dissolution of Districts**. The City agrees that it will not seek to dissolve any individual District, including pursuant to the authority set forth in Section 43.074 of the TLGC, until after the tenth (10th) anniversary of the date of the first issuance of Bonds by that individual District. Upon dissolution of the applicable District, the City shall assume the indebtedness and legal obligations of the applicable District to the extent required by law.

ARTICLE 4. ISSUANCE OF BONDS BY DISTRICT

4.01. **Restrictions on Issuance of Bonds**. No District shall issue Bonds until after the documents required by **Article 3** are timely and fully executed by the non-City Parties and delivered to the City Attorney.

4.02. **Authorized Purposes**. Except as authorized by this Agreement, no District shall issue Bonds without the prior approval of the City Council. The purposes for which a District may issue Bonds shall be restricted to the following:

4.02.01. Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

4.02.02. Provide a water supply for the District for municipal, domestic and commercial uses; and

4.02.03. Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state; and

4.02.04. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District; and

4.02.05. Roads or improvements in aid of roads as authorized by Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution; and

4.02.06. Provide parks and recreation facilities for the inhabitants of the District, subject to the provisions of this Agreement and Chapters 49 and 54 of the Texas Water Code; and

4.02.07. After any of the facilities for which the District has issued Bonds have been conveyed to a Governmental Authority in accordance with the terms of this Agreement, which conveyances shall occur within the timeframes specified in this Agreement, the District shall not issue any Bonds to repair or maintain such facilities without the prior written consent of the City Council; and

4.02.08. Payment of costs associated with endangered species permits; and

4.02.09. Payment of organization and administration expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal utility districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds and the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds; and

4.02.10. Refunding of any outstanding Bonds of the District for debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement; and

4.02.11. Financing of impact fees and any other purpose now or hereafter authorized under the laws of the State of Texas.

4.03. **Timing of Issuances.** The Original District and Developer contemplate that the Districts may be able to issue Bonds generally as set forth in the Finance Plan dated May 1, 2026 on file with the City Attorney; however, the Parties understand that the actual timing, size and issuance of Bonds will be subject to market, economic and other variables that occur.

4.04. **Amount of Bonds**. In consideration of the City's consent to the creation of the Original District, the Parties agree that the total amount of Bonds issued by all

Districts for all purposes, excluding refunding Bonds, shall not exceed the Bond Limit Amount for any of the authorized purposes in **Section 4.02** of this Agreement, unless specifically approved in advance by the City Council. All non-City Parties acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the Districts, and that they have voluntarily agreed to the Bond Limit Amount. District improvements or facilities, if any, the cost of which exceeds the Bond Limit Amount, shall be dedicated to a District without reimbursement, unless otherwise approved in advance by the City Council. In the event of division of a District, the Bond Limit Amount shall represent the cumulative amount of Bonds that may be issued by all Districts.

4.05. **Bond Requirements**. A District shall obtain all necessary authorizations for Bonds in accordance with this Agreement, the UDC, and the laws applicable to the District. To the extent of any inconsistency or conflict with the UDC, the terms of this Agreement shall control. All Bonds issued by a District shall comply with the following requirements:

4.05.01. Maximum maturity of twenty-five (25) years from date of issuance for any one series of Bonds; and

4.05.02. Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

4.05.03. The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District; and

4.05.04. Any refunding Bonds of a District must *(i)* provide for a minimum of three percent (3%) present value savings, *(ii)* provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, and *(iii)* be preceded by delivery of a certificate from the District's financial advisor that demonstrates that the proposed refunding shall comply with this **Section** at least three (3) business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this **Section** to the City within three (3) business days after the execution of the purchase agreement for the refunding; and

4.05.05. No Bonds by any District (except for refunding Bonds) shall be issued having an issuance date more than ten (10) years after the date of the first issuance of Bonds by that District.

4.06. **Certifications and Notice**. At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall provide to the City Secretary, City Manager and City Finance Director:

4.06.01. The written certifications (collectively, the "**Certifications**") of *(i)* the District's financial advisor that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County (with respect to Bonds subject to TCEQ regulation) and in conformity with this Agreement; and *(ii)* the District's attorney that the District is not in breach of this Agreement or a Related Document; (*iii*) the Developer that the Developer is not in breach of this Agreement or a Related Document; (*iv*) the District's financial advisor itemizing by issuing District all prior Bond issuance dates, amounts, refunding dates (if applicable), and maturity dates (the "**Prior Issuance Summary**").

4.06.02. A written notice (a "**Bond Issue Notice**") containing *(a)* the amount of Bonds being proposed for issuance together with the Prior Issuance Summary; *(b)* a general description (to include, at a minimum, the name of each project being reimbursed) of the projects to be funded and/or the Bonds to be refunded by such Bonds; *(c)* the proposed debt service of the District, and *(d)* the District's projected total tax rate after the issuance of the Bonds.

4.06.03. As to the Certifications and Bond Issue Notice, and any other matter required by this Article to be certified or submitted to the City in writing, the District issuing Bonds hereby represents and warrants that every statement in any certification shall be true and correct in all material respects and that the person signing the Certifications and Bond Issue Notice will have been given the requisite authority to do so on behalf of the District or the Developer, as applicable. If a District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the District shall deliver the Certifications and Bond Issue Notice to the City Secretary, City Manager and City Finance Director at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

4.07. **Bond Objections**. The City shall have a period of sixty (60) days after receiving the last of the Certifications and Bond Issue Notices required by **Section**

4.06 within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District is in material default of a provision of the Consent Resolution, this Agreement, or a Related Document. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection: *(a)* shall be in writing; *(b)* shall be given to the District; *(c)* shall be signed by the City Manager or the City Manager's designee; and *(d)* shall specifically identify the provision(s) in the Consent Resolution, this Agreement, or a Related Document for which the District is in default. It shall not be a basis for a City Objection that the City disagrees with a District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if applicable, and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application as required by this **Section 4.07**, the City and the District shall cooperate to resolve the City Objection within a reasonable time (not more than 90 days), and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall only be deemed cured if *(x)* the District files a petition seeking declaratory judgment in state district court, *(y)* not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and *(z)* the district court (or an appellate court, if an appeal is filed) determines that the applicable District or Developer is not in default with respect to any provision of this Agreement or a Related Document or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may only be waived by the City Council.

4.08. **Official Statements**. Within thirty (30) days after a District closes the sale of each series of Bonds, the District shall deliver to the City Manager and City Finance Director a copy of the final official statement for such series of the Bonds, and the District shall promptly provide such information at no cost to the City.

4.09. **Reporting**. Each District shall: *(a)* send a copy of each order or other action setting an ad valorem tax rate to the City Manager and City Finance Director within thirty (30) days after the District adopts the rate; *(b)* send a copy of each annual audit to the City Manager and City Finance Director; and *(c)* provide copies of any material event notices filed under applicable federal securities laws or regulations to City Manager and City Finance Director within thirty (30) days after filing such notices with the applicable federal agency.

4.10. **Reimbursement Agreements**. In addition to the limitations on Bond issuance set forth elsewhere in this Agreement, each District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the tenth (10th) anniversary of the date of the first issuance of Bonds by that District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulations of the TCEQ or other applicable law, unless otherwise consented to by the City Council hereafter.

ARTICLE 5.
TAXES, FEES AND CHARGES

5.01. **Tax Rate Considerations for Proposed Bonds**. Before the issuance of Bonds for water, sewer, drainage, and recreational facilities, a District must provide to the City a final TCEQ order approving the Bond issue (and the accompanying staff memorandum) that indicates concurrence by the TCEQ, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected District combined tax rate (*i.e.*, the District's debt service tax rate plus the District's operation and maintenance tax rate) that is not more than $0.65 per $100 (the "**Feasibility Tax Rate**") in assessed valuation on an annual basis. Each District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. Each District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. The Developer Parties acknowledge and agree that the Feasibility Tax Rate is sufficient to accomplish the purposes of this Agreement and that the Developer Parties have voluntarily agreed (and each District upon creation will voluntarily agree) to the Feasibility Tax Rate. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, each District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount will be unlimited as to rate and amount if necessary to make authorized Bond payments.

5.02. **District Fees**. Each District agrees that the City shall be exempt from, and will not be assessed, any District fees.

5.03. **Further Reimbursement of City Expenses**. In addition to the fees paid pursuant to **Section 3.14**, during the term of this Agreement Developer or a District shall pay to the City any additional fees, costs and expenses in connection

with the amendment, implementation or administration of the parts of this Agreement related to the City's supervision of a District's activities under this Agreement. The costs, fees and expenses required to be paid by this **Section** shall be paid in full to the City within thirty (30) days of receipt of a statement regarding same from the City. Without limiting the City's right to seek an award of attorney's fees, this **Section** does not apply to costs, fees or expenses incurred as a result of litigation.

ARTICLE 6. LAND USE AND DEVELOPMENT

6.01. **Approval of Conceptual Land Use Plan**. The City hereby approves the Conceptual Land Use Plan attached to this Agreement as ***Exhibit P***. The City Council, in its legislative discretion, shall consider concurrent approval (*i.e.*, such approval to occur at the same City Council meeting) of an ordinance annexing the Land into the corporate boundaries of the City limits and the PUD Ordinance for the Land. The Parties agree and understand that the City Council has legislative discretion in zoning the Land; however, if the City does not adopt the PUD Ordinance in material conformance with the Conceptual Land Use Plan, Additional Land Development Standards and other applicable provisions of this Agreement within one hundred twenty (120) days after the Effective Date, Peregrine may exercise its right to effect a Peregrine Termination pursuant to **Section 3.04**. Regardless of anything to the contrary in this Agreement, the PUD Ordinance, or a Governing Regulation, *(a)* Development of the Land before Annexation is prohibited, and *(b)* no more than ten percent (10%) of the total number of dwelling units on the Land shall be age-restricted.

6.02. **Compliance with UDC Required**. After the effective date of the ordinance annexing the Land into the corporate boundaries of the City limits and the PUD Ordinance, the Land shall be Developed in compliance with the City's Code of Ordinances and the UDC, *provided however*, that when a particular UDC requirement is specifically modified by this Agreement or the PUD Ordinance, the more specific provision in this Agreement or the PUD Ordinance shall control. This section applies to all aspects of Development of the Land. In the event of a conflict between the terms of this Agreement and the PUD Ordinance or UDC, then the terms of this Agreement shall control.

6.03. **Compliance with Phasing Plan Required**. The City hereby approves the Phasing Plan attached to this Agreement as ***Exhibit K***. The Phasing Plan is conceptual only, is subject to change based on market conditions and development, and compliance with the Phasing Plan sequencing and timing is not

a contractual obligation of Developer except as otherwise expressly provided herein. Nothing in this Agreement or the Phasing Plan shall obligate Developer to commence or Complete construction of any Phase by any specific date. Notwithstanding the foregoing, at all times during and after Development of the Land, Developer must provide emergency vehicle access to the final platted portions of the Land from two (2) points of entry via Completed public roadways, or, via the Emergency Vehicle Access Roads described in **Sections 8.08** and **8.09**. The City will not accept final plat applications for the Land or any portion of the Land for which there are not two (2) approved points of entry.

6.04. **Floodplain Determinations**. The Parties agree that the Atlas 14 Floodplain Mapping Study adopted by the Commissioner's Court of Williamson County on March 24, 2026 and available online as of the Effective Date at https://www.wilcotx.gov/Atlas-14, rather than any FEMA Map, will be used to determine floodplain locations on the Land for all purposes other than for the purposes of determining the location of Stream Buffer Areas. Notwithstanding the forgoing, the Parties acknowledge that this provision does not prohibit Developer from reclaiming floodplain areas within the Land through a Letter of Map Revision and other applicable procedures and rules.

6.05. **Stream Buffer Areas**. The Parties agree that for purposes of determination the location of Stream Buffer Areas pursuant to Section 13.06.030 of the UDC, floodplain delineations will be made using the smaller (as of the Effective Date) of the FEMA floodplain, the floodplain as determined by the NOAA Atlas 14 Mapping Study adopted by the Commissioner's Court of Williamson County on March 24, 2026 and available online as of the Effective Date at https://www.wilcotx.gov/Atlas-14, or the calculated floodplain shown in the Geologic Assessment. Provisions relating to the location of the 42" MasterPlan Wastewater Line Segment relative to Stream Buffer Areas are set forth in **Section 9.05.02.**

6.06. **Public Safety Site Conveyance**. Prior to and as a condition of the City's approval of the first final plat for any portion of the Land, Developer agrees to grant and convey, or cause to be granted and conveyed, to the City via deed in Approved Form and at no cost to the City the approximately seven (7) acre portion of the Land identified on the Conceptual Land Use Plan as the "Public Safety Site" having frontage along the Yearwood Minor Arterial Road. The Public Safety Site may not be used for an expansion of the Northlands Wastewater Treatment Plant and may only be used for a public safety facility unless otherwise approved by the Developer. Conveyance shall be in accordance with **Article 11**.

6.07. **District Areas/Improvements**.

6.07.01. **HOA Required**. Prior to the first closing of a sale of a Lot on the Land, but in no event later than the date that the City receives the first application for a building permit for Vertical Development on the Land, Developer will record or cause to be recorded a Master Covenant covering the Land that establishes the obligation of the HOA to implement and enforce the Master Covenant, and, at the Original District's sole option, to maintain a legal right to access and maintain, the District Areas/Improvements located or to be located on the Land. Developer shall provide a copy of the recorded Master Covenant to the City. The Master Covenant shall contain provisions obligating the HOA to enforce the Master Covenant, and, if applicable, to maintain the District Areas/Improvements pursuant to agreement regarding the same with a District and with a Maintenance Agreement with the City, and shall expressly state that such provisions cannot be amended or removed from the Master Covenant.

6.07.02. **Developer Responsibilities to HOA**. Until the later of *(i)* the date on which the assessments to be collected from End Buyers produce sufficient funds to perform the obligations of the HOA under a Maintenance Agreement, and *(ii)* the date on which Developer Completes or causes Completion of those of the District Areas/Improvements conveyed to the HOA for ownership and/or maintenance, Developer will be responsible for performing the HOA's obligation under such Maintenance Agreement. For purposes hereof, the HOA will be deemed to have sufficient funds to perform its obligations if the HOA has operated for two (2) consecutive years after Completion of all District Areas/Improvements without requiring any subsidies from Developer.

6.07.03. **Maintenance Agreements Required**. As to Maintenance Agreements with the HOA or a District, unless an earlier time is specified in this Agreement, before Developer transfers control of the board of the HOA to the End Buyers within the Land or transfers ownership of (or pays a final pay application for) a District Area/Improvement to a District or the HOA, Developer will cause the HOA or a District, as applicable, to enter into a Maintenance Agreement for all District Areas/Improvements for which Developer has determined, in its sole discretion, that the HOA or the District, as applicable, is to be solely or jointly responsible for the ownership, operation, and maintenance of same, in substantially the form attached hereto as ***Exhibit J***. Developer must provide copies of the fully executed Maintenance Agreements to the City. Before a District Area/Improvement is transferred to a

District or the HOA and a Maintenance Agreement pertaining to same is executed, Developer shall be responsible for owning, operating, maintaining, and repairing the District Area/Improvement.

6.07.04. **Required Conveyances to the HOA or a District**. On Completion of each District Area/Improvement that is to be owned by the HOA, Developer shall transfer or convey to the HOA said District Area/Improvement for perpetual ownership (or right of entry thereto), operation, and maintenance. On Completion of each District Area/Improvement that is to be owned by a District, Developer shall transfer or convey to the District said District Area/Improvement for perpetual ownership, operation, and maintenance. The City shall have no responsibility for the District Areas/Improvements, it being the intent of this Agreement that all District Areas/Improvements ultimately be owned and maintained in perpetuity by either the HOA or a District.

6.07.05. **Developer Responsibilities to District**. Until the later of *(i)* the date on which the assessments to be collected from property taxes or fees produce sufficient funds to perform the obligations of a District under a Maintenance Agreement, and *(ii)* the date on which Developer Completes or causes Completion of construction of the District Areas/Improvements serving or located within the Land, Developer will be responsible for advancing funds to the District for the District to perform its obligations under such Maintenance Agreement. For purposes of this **Section**, a District will be deemed to have sufficient funds to perform its obligations if the District has operated for two (2) consecutive years after Completion of all District Areas/Improvements within the District without requiring any subsidies from Developer.

6.08. **Master Covenant**.

6.08.01. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, a Master Covenant prior to the first sale of a Lot, and the Master Covenant must include, at a minimum, the provisions set forth below:

(a) a requirement for the creation and perpetual existence of the HOA; and

(b) a requirement that the HOA own or have the perpetual legal right to access those District Areas/Improvements to be maintained by the HOA, and a requirement that a District own or have the perpetual legal right to access those District Areas/Improvements to be owned and maintained by the District; and

(c) a requirement that the HOA a maintain, in perpetuity, all District Areas/Improvements that are not maintained, in perpetuity, by a District, in good working order and repair; and

(d) a requirement prohibiting installation and use of Water Softeners by Developer, any End User, or any other person or entity on the Land; and

(e) a requirement prohibiting use of potable water to fill or re-fill Ornamental Water Features; and

(f) a provision requiring compliance with the Additional Land Development Standards; and

(g) a provision stating that, as to privately-owned fire hydrants (those located outside a utility easement dedicated to the City or serving a non-single-family-residential Lot) must be owned, operated, and maintained by the owner of the Lot on which the hydrant is located, in accordance with the most recent national or international Fire Code adopted by the City, including local amendments to such code; and

(h) a commitment by the HOA to assess and collect such dues, fees, and funds needed to perform the obligations of the HOA under this Agreement and the Related Documents; and

(i) the funding obligations, if any, of Developer with regard to ownership and maintenance of the District Areas/Improvements and enforcement of the Master Covenant; and

(j) a provision stating that the foregoing required provisions of the Master Covenant cannot be amended, revised, removed or otherwise altered or made inapplicable to the Lots on the Land without the prior written consent of the City Council.

6.08.02. The term "Master Covenant" will be deemed to also include ancillary recorded documents such as Notices of Applicability, Development Area Declarations, Design Guidelines, and similar documents.

6.08.03. Developer shall provide a copy of the recorded Master Covenant to the City on recordation, and shall have a continuing duty to do so with any amendments.

6.09. **Hydrants**. The City will own and maintain fire hydrants serving single-family Lots that are located inside of an easement conveyed to the City. The City will not own or maintain fire hydrants serving non-single-family Lots, or those located outside of an easement conveyed to the City. All fire hydrants serving non-single-family Lots or located outside of an easement conveyed to the City must be owned and maintained by the Lot owner (or easement grantee, as appropriate) in accordance with the City's maintenance recommendations. The City may require conveyance of easements to a privately owned fire hydrant if the City determines, in its sole discretion, that access to the privately-owned fire hydrant is needed for fire-fighting purposes.

6.10. **Drainage Facilities**.

6.10.01. **General**. All Drainage Facilities must be designed and constructed to meet all requirements of the Governing Regulations. The Drainage Facilities must be conveyed to a District for ownership, operation, and maintenance**.** A District, may, at its sole option elect to contract with the HOA for shared operating and maintenance of the Drainage Facilities. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, prior to and as a condition of the City's issuance of the first building permit (or its commercial use equivalent) on the Land, a Master Covenant and a Maintenance Agreement requiring either a District or the HOA to own and maintain the Drainage Facilities in perpetuity.

6.10.02. **Conveyances of Drainage Facilities**. Within ninety (90) Days of Completion of any Drainage Facilities on or serving more than one (1) Lot on the Land, Developer will convey such Drainage Facilities to a District for ownership, operation and maintenance .Any Drainage Facilities that serve only one (1) Lot will be transferred to and perpetually thereafter owned, operated, and maintained, by the owner of such Lot. Developer and each District shall not dedicate or convey to the City, or cause, suffer, or allow to be dedicated or conveyed, nor will the City accept, Drainage Facilities to the City for any purpose.

6.10.03. **Developer's Right to Reimbursement**. The conveyances of the Drainage Facilities to a District or shall be subject to Developer's right to reimbursement from a District for the cost of such Drainage Facilities in accordance with TCEQ rules. If the HOA is to maintain the Drainage Facilities, a District must grant a license or perpetual easement to the HOA requiring perpetual maintenance by the HOA of the Drainage Facilities when such

conveyance is allowable under Texas law and will not invalidate the "tax-exempt" nature of the Bonds issued to finance such Drainage Facilities. If granting of such a license or perpetual easement to the HOA is not allowable under Texas law or will invalidate the "tax exempt" nature of the Bonds issued to finance the Drainage Facilities, the District shall maintain the Drainage Facilities in perpetuity.

6.10.04. **No City Responsibility**. The City shall have no responsibility for owning or maintaining any Drainage Facilities or similar such facilities on or serving the Land.

6.11. **Shared Driveways**.

(a) **Definition**. The term "**Shared Driveway**" means a paved area separated from a public road used to provide vehicular access to multiple individual driveways via a communal driveway.

(b) **Maintenance and Repair**. All Shared Driveways are deemed to be private facilities. As such, responsibility for maintenance and repair of all Shared Driveways will be with the Lot owner(s), the HOA, or a District. The City shall have no responsibility for maintaining any Shared Driveways on the Land.

6.12. **Special Procedures for Tree Mitigation Plan**.

6.12.01. **Tree Mitigation Plan Required**. Developer shall submit a Tree Mitigation Plan prepared in accordance with UDC Sec. 10.03 (Review & Approval Process). However, under the terms and conditions set forth in **Section 6.12**, in lieu of confining its review of tree mitigation requirements to each individual plat application, the City agrees that, under the circumstances described in **Section 6.12**, the City will broaden its review to look back to the final plat approved immediately before the date of the pending final plat application and, under the circumstances and subject to the limitations described in **Section 6.12**, allow on-site credits to be carried forward from the final plat approved immediately before the pending final plat application to the (one) pending final plat application.

6.12.02. **Applicability**. First, **Section 6.12** will only apply when a Tree Mitigation Plan (in Approved Form) associated with a pending final plat application shows that tree mitigation is required. If no tree mitigation is required for a pending final plat application, then UDC Chapter 8.05 applies,

not this Section. Second, this Section will only apply when the final plat approved immediately before the pending plat application shows a positive balance for tree mitigation credits, and an on-site inspection by the City confirms that the tree preservation/mitigation requirements for the immediately preceding approved final plat are compliant with the associated Tree Mitigation Plan and UDC Chapter 8.05 at the time of review of the pending final plat application. Third, if an approved final plat shows a positive balance for tree mitigation credits, but the final plat application filed immediately after said final plat does not use all those credits, the Parties agree that the credits are lost and they are not to be carried over to any other subsequent Tree Mitigation Plan on the Land. It is the intent of the Parties and **Section 6.12** that the "look back" period for tree mitigation credits is only to the one (1) final plat approved immediately before the date of a pending application , and the "carry forward" period is only to the very next final plat application. For clarity, as used in **Section 6.12**, the words "immediately after" mean "the very next one after," and the words "immediately before" mean "the very next one before," both in reference to time, regardless of location on the Land.

6.12.03. **Variance Conditions**. As to the very next final plat application filed after the City's approval of a final plat having a Tree Mitigation Plan showing a positive tree mitigation credit balance (the "pending application"), if: (*a*) Developer is compliant with the City-approved Tree Mitigation Plans and UDC Chapter 10.03 for the Land, as verified by an on-site inspection by the City; and (*b*) the City-approved Tree Mitigation Plan for the pending plat application shows that tree mitigation is required, then the City will apply the unused tree mitigation credits from the final plat approved immediately before the date of the pending plat application to the pending application. As to any plat application to which carry-over tree mitigation credits are applied, the tree mitigation credit balance for that application will be deemed to be zero. Additional tree mitigation credits, if any, will have to be earned in the Tree Mitigation Plan for a final plat approved after the date the City approved a Tree Mitigation Plan using carry-over tree mitigation credits.

6.12.04. **Documentation Required**. To demonstrate eligibility for the variance granted under **Section 6.12**, Developer must submit the Tree Mitigation Plan (in its Approved Form) associated with the final plat approved immediately before the current plat application showing a positive tree credit balance, together with a proposed Tree Mitigation Plan for the pending plat application showing that tree mitigation is due. In lieu of submitting the form

required by the City's Development Manual, the Tree Mitigation Credit Calculation Form attached to this Agreement as ***Exhibit Q*** must be submitted with each final plat application for which Developer seeks the Tree Mitigation Plan variance.

6.13. **Inspections and Trip Fees**. As the entity issuing permits and performing inspections relating to Development of the Land, the City will inspect the improvement or area and will issue the relevant final inspection certificate when all such inspections are satisfactorily completed. The Parties agree that in addition to other fees assessed by the City, a fee of $50 per trip will be assessed for each trip the City or its authorized agent conducts, and the trip fee will be collected from the contractor/homebuilder as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule with trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the per trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to a District on request.

6.14. **Underground Electric**. With respect to only the initial, temporary installation of the 3 Phase power supply loop (generally along and adjacent to the Yearwood Minor Arterial Road from Ronald Reagan Blvd. to the Rock Bluff Ranch property boundary), UDC Section 15.06 Electric and Communication Standards requiring all electric distribution lines to be installed underground shall not be applicable. Developer is authorized to install temporary overhead electric as need to completed the 3 Phase loop. The 3 Phase temporary overhead distribution lines must then be removed and re-installed underground following the sequence of the construction of the Yearwood Minor Arterial Road. All other electric distribution lines must be installed underground.

6.15. **Detention Exemption – Berry Creek Watershed**. Berry Creek and its tributaries within the Land's drainage basin have been identified by the County as detention-exempt under the regional drainage program. Consistent with this determination, the Land shall not be required to provide regional stormwater detention for flows discharged to Berry Creek, provided that the following conditions are satisfied:

(a) Stormwater runoff from the Land is conveyed to Berry Creek through a system designed in conformance with the City of Georgetown Drainage Criteria Manual and FEMA regulations;

(b) Local conveyance infrastructure (inlets, storm sewers, channels, and culverts) is sized to pass the design storm under ultimate development conditions per UDC Ch. 13.04; and

(c) Releases of Stormwater from the Land to Berry Creek cannot increase or adversely affect natural flows on adjacent tracts.

ARTICLE 7. PARKLAND, OPEN SPACE, AMENITY CENTERS

7.01. **Approval of Conceptual Parks and Open Space Plan**. The City hereby approves the Conceptual Parks and Open Space Plan attached to this Agreement as ***Exhibit G***. The City agrees that the dedications and/or conveyances to the City of 12.8 acres of land out of the Primary Park, and 11.4 acres of Community Parks collectively meet the parkland dedication requirements of the UDC.

7.02. **Availability to the Public**. The Primary Park, the Regional Trail, the Community Parks, and the Parkland Improvements shall be open to the general public. The Private Parks and the Amenity Centers may be private.

7.03. **Primary Park, Regional Trail, and Connecting Trails**.

7.03.01. **Primary Park**.

(a) The Primary Park shall be at least 140 acres in size. A total of 12.55 acres out of the 140 acres of Primary Park shall be (or caused to be) conveyed to the City by Developer via deed in Approved Form, out of which only 10.1 acres are permitted to be located within a floodplain. The remaining 129.9 acres, all of which may be located within a floodplain, must be conveyed by Developer to a District or to the Williamson County Conservation Foundation. These conveyances are conditions of the City's approval of the first final plat for any portion of the Land. The Conveyance Documentation must demonstrate the floodplain locations so that it is clear that no more than 10.1 acres of land to be dedicated and conveyed to the City is within a floodplain. Conveyances shall be in accordance with **Article 11**. A District or HOA, as applicable, shall maintain the Primary Park (excluding the Regional Trail) in perpetuity pursuant to a Maintenance Agreement. The City shall not be responsible for maintenance of the Primary Park lands conveyed to the City.

(b) In lieu of a District, all or any portion of the Primary Park lands not conveyed to the City may be conveyed by Developer to the Williamson County Conservation Foundation.

7.03.02. **Regional Trail**. Developer will dedicate and convey (or cause dedication and conveyance of) the Regional Trail Easement to the City in Approved Form and Complete (or cause Completion of) the Regional Trail before and as a condition of the City's approval of a final plat for any portion of the Land in Phase 2. The Regional Trail must meet the specifications set forth in the City's Parkland Development Guidelines and the specifications attached as ***Exhibit L***. The Regional Trail must be ADA compliant (as modified by FSORAG). The Regional Trail must be accessible via the Connecting Trails. Developer shall dedicate and convey (or cause dedication and conveyance of) the Regional Trail Easement and the Regional Trail to the City for the City's ownership, operation and maintenance. Conveyances shall be in accordance with **Article 11**.

7.03.03. **Connecting Trails and Connecting Trails Easements**. Developer will Complete (or cause Completion of) the Connecting Trails concurrently with Completion of the Regional Trail. The Connecting Trails must meet the specifications set forth in ***Exhibit L*** and be ADA compliant (as modified by FSORAG). On Completion, Developer shall convey the Connecting Trails Easements and the Connecting Trails to a District or the HOA for ownership and maintenance, as applicable, in perpetuity pursuant to a Maintenance Agreement. The City will have no responsibility or liability for the Connecting Trails.

7.04. **Community Parks**. Developer will convey (or cause to be conveyed) the Community Parks to the City via deed in Approved Form when and as required by the UDC. Conveyances shall be in accordance with **Article 11**. The City shall own, operate, and maintain the Community Parks and any Parkland Improvements installed thereon.

7.05. **Internal Trails, Private Parks, Open Space**.

7.05.01. **Internal Trails**. Developer will Complete (or cause Completion of) the Internal Trails concurrently with their adjacent roadways. The Internal Trail network must provide access to the Connecting Trails from the neighborhoods near or adjacent to the Connecting Trails. The Internal Trails must meet the specifications set forth in the City's Parkland Development Guidelines and be ADA compliant (as modified by FSORAG). On Completion,

Developer shall convey the Internal Trails to a District or the HOA, as applicable, for ownership and maintenance in perpetuity pursuant to a Maintenance Agreement. The City will have no responsibility or liability for the Internal Trails.

7.05.02. **Private Parks, Open Space**. Developer will convey the Private Parks and Open Space to a District or HOA for ownership and maintenance in perpetuity pursuant to a Maintenance Agreement as a condition of the City's approval of a final plat containing a Private Park or any Open Space. The City will have no responsibility or liability for the Private Parks or Open Space.

7.06. **Parkland Improvements/Park Development Fees**. Parkland Improvements approved by the City's Director of Parks and Recreation must be Completed in the Primary Park and/or the Community Parks. Developer shall Complete, or cause to be Completed, the Parkland Improvements identified on Approved Plans in the Primary Park and/or the Community Parks of the type and in the number listed in UDC Sec. 13.08.030.B.3.b, Table 13.08.030.C.3.b, and Sec. 13.08.030.B.3.c., having a construction value not less than the amount equivalent to the Park Development Fee multiplied by the number of Lots (for single-family Development) and/or dwelling units (for multi-family Development) shown on a final plat for the Land, before and as a condition of the City's approval of a final plat containing all or part of the Primary Park or a Community Park (as applicable). The Approved Plans must include a detailed description of the Parkland Improvements and a construction cost estimate for the Parkland Improvements prepared and sealed by Developer's engineer. As an example only, for illustrative purposes using the fee in effect as of the Effective Date, if a final plat contains 100 dwelling units, Developer must demonstrate that it has Completed $120,000 of Parkland Improvements (*i.e.*, 100 * $1,200) in accordance with Approved Plans for same as a condition of the City's approval of that final plat. Before the City's approval of the last final plat containing a residential Lot on the Land, if Developer has not Completed, or caused to be Completed, Parkland Improvements having the construction value equivalent to the amount of the Park Development Fee multiplied by the total number of Lots on the Land, Developer shall pay the City the difference as a condition of the City's approval of the last final plat containing a residential Lot for the Land. No costs associated with the Regional Trail may be counted or credited towards the Park Development Fee.

7.07. **Amenity Centers**. Developer shall include, or cause to be included, the West (Phases 1-5) Amenity Center in the first preliminary plat for Phase 1 and the East (Phase 6) Amenity Center in the first preliminary plat for Phase 6. Developer

shall Complete, or cause Completion to occur, of the West (Phases 1-5) Amenity Center Improvements before and as a condition of the City's issuance of the 200th building permit within Phases 1 through 5. The West (Phases 1-5) Amenity Center Improvements must include the following: a club house, a swimming pool, site furnishings, parking lot(s), lighting, landscaping, land set aside for future sport court improvements, and similar improvements to be constructed by Developer at no cost to the City. Developer shall Complete, or cause Completion to occur, of the East (Phase 6) Amenity Center Improvements before and as a condition of the City's issuance of the 200th building permit within Phase 6. The East (Phase 6) Amenity Center Improvements must include the following: a covered pavilion with picnic tables and chairs, playscape(s), park benches, landscaping, and similar improvements to be constructed by Developer at no cost to the City. Completion of both Amenity Centers and their related improvements (with final certificates of occupancy for each), is a condition of the City's approval of a final plat outside of Phase 1 or Phase 6. Each Amenity Center must have access to a Neighborhood Collector or a Residential Collector level street, as shown in ***Exhibit H***.

ARTICLE 8. TRANSPORTATION

8.01. **Approval of Conceptual Transportation Plan**. The City hereby approves the Conceptual Transportation Plan attached to this Agreement as ***Exhibit H***.

8.02. **Compliance with UDC Required**. Developer shall comply, or cause compliance to occur, with the provisions of the UDC pertaining to the Transportation Improvements as set forth in the UDC, *provided however,* that when a UDC requirement is specifically modified by this Agreement or the PUD Ordinance, the more specific provision in this Agreement or the PUD Ordinance shall control.

8.03. **Requirement to Complete Transportation Improvements**. Developer shall design and Complete, or cause to be designed and Completed, the Transportation Improvements in accordance with the Governing Regulations. After Completion and acceptance by the City of the Transportation Improvements, the City shall own, operate, and maintain the Transportation Improvements.

8.04. **Traffic Impact Analysis Waiver**. In consideration of Developer's Completion of the Transportation Improvements when and as required by this Agreement and the PUD Ordinance, the City agrees that Developer is not required to submit a Traffic Impact Analysis to the City, provided however, that any deviations from the Conceptual Land Use Plan that the City reasonably

determines may materially and adversely affect traffic conditions or increase density by 1,000 or more trips per day, the City may request, and Developer shall prepare and submit to the City, a Traffic Impact Analysis that complies with the UDC, and Developer shall design and construct, or cause the design and construction of, the improvements identified in the Traffic Impact Analysis.

8.05. **City Contribution of ROW for Yearwood Minor Arterial Road.** The City agrees that, by final plat, it will dedicate as ROW those portions of the City's Northlands WWTP Site marked as "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" on the Yearwood Arterial ROW Exhibit attached to this Agreement as ***Exhibit O*** to facilitate construction by Developer of the Yearwood Minor Arterial Road. Nothing in this Agreement, however, requires the City to dedicate the referenced ROW before the time that it would otherwise do so for the City's development of the City's Northlands WWTP Site. If Developer notifies in writing the City that it requires dedication of the referenced ROW before the time that a final plat for the City's Northlands WWTP Site is recorded in the Official Public Records of Williamson County, Texas, Developer agrees that it will (at no cost to the City) prepare the required preliminary and final plat applications or right-of-way deed and submit same for the City's review and approval, and after City approval of the ROW deed or final plat application, record (at no cost to the City) the ROW deed or a final plat for the City's Northlands WWTP Site that includes dedication as ROW those portions of the City's Northlands WWTP Site marked as "ROW Area A 0.348 Acres" and "ROW Area B 0.750 Acres" on the attached ***Exhibit O***.

8.06. **Reimbursement of Interlocal Agreement Costs**. Developer agrees to reimburse the City for the Interlocal Agreement Costs, and the City hereby agrees that such reimbursement payment may be made in the manner described in this **Section**. The Parties agree that reimbursement to the City of the Interlocal Agreement Costs shall be made out of the net proceeds from the first Bond issuance by the first District that issues Bonds. To that end, Developer hereby assigns to the City the amount of the Interlocal Agreement Costs out of the net bond reimbursements which otherwise would be payable to Developer when the first District issues its first Bonds. Each District acknowledges that this **Section** constitutes notice to the District of such assignment. As of the Effective Date, the estimated amount of the Interlocal Agreement Costs is **$756,000** but the Parties each understand and agree that the actual Interlocal Agreement Costs may be more or less than the estimated amount. The City agrees to provide written notice to Developer and each District of the actual amount of the Interlocal Agreement Costs as soon as practicable per the terms of the Interlocal Agreement.

8.07. **Schedule for Completion of Yearwood Minor Arterial Road**. Completion of the Yearwood Minor Arterial Road is permitted to occur over time, in segments, as follows (references are to the Phasing Plan, which must be executed in numerical order):

8.07.01. Developer shall *(a)* Complete the Yearwood Minor Arterial Road to the northeast corner of the City's Northlands WWTP Site; and *(b)* dedicate ROW for entire width and length of Yearwood Minor Arterial Road, before and as a condition of the approval of the first final plat in Phase 1.

8.07.02. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of Phase 2 before and as a condition of the City's approval of the first final plat in Phase 2.

8.07.03. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of Phase 3 before and as a condition of the of the first final plat in Phase 3.

8.07.04. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of the Land before and as a condition of the City's approval of the first final plat in Phase 4.

8.07.05. Developer shall Complete the Yearwood Minor Arterial Road to the westernmost boundary of the Land before and as a condition of the City's issuance of the first final plat in Phase 5.

8.08. **Special Requirements for Emergency Vehicle Access**. A minimum of two (2) emergency vehicle access points are required at all times during Development and after full build-out of the Land.

8.08.01. **Phase 1 and Phase 6 Emergency Vehicle Access**. Developer intends to Develop Phase 1 (west of Berry Creek) and Phase 6 (east of Berry Creek) simultaneously; therefore, the following provisions apply:

(a) **Phase 1**. Developer shall Complete (or cause Completion of) the improvements needed to provide emergency vehicle access from outside the boundaries of the Land to Phase 1 via (1) Completion of the segment of Yearwood Minor Arterial Road fronting Phase 1; and (2) Completion of an Emergency Vehicle Access Road from Ronald Reagan Jr. Blvd. through the City's water tower site to a point within Phase 1, before and as a condition of the City's approval of the first final plat for any portion of the Land

within Phase 1. As a temporary alternative to the referenced Emergency Vehicle Access Road, emergency vehicle access to the area within Phase 1 may be via the City's Northlands WWTP Site, *but only under the following conditions*: (*x*) the City's Northlands WWTP is complete and the plant is operating; (*y*) the City has granted written consent in a form approved by the City Attorney for temporary use of a specifically identified portion of the City's Northlands WWTP Site for emergency vehicle access purposes; and (*z*) only for so long as there are fewer than thirty (30) habitable structures located in Phase 1 after which time the Emergency Vehicle Access Road must be Complete in order for additional Vertical Development within Phase 1 to continue.

(b) **Phase 6**. Developer shall Complete (or cause Completion of) Emergency Vehicle Access Roads to provide emergency vehicle access from outside the boundaries of the Land to Phase 6 via *(1)* Ronald W. Reagan Blvd.; and *(2)* Rattlesnake Road, before and as a condition of the City's approval of the first final plat for any portion of the Land within Phase 6.

8.08.02. **Phase 2 through Phase 5 Emergency Vehicle Access**. Developer shall Complete (or cause Completion of) Emergency Vehicle Access Roads to provide emergency vehicle access to Phase 2 through Phase 5 via *(1)* two Emergency Vehicle Access Roads providing access from outside the boundaries of the Land to Phase 2 and to Phase 5 as shown on the Conceptual Transportation Plan, and *(2)* the segments of Yearwood Minor Arterial Road fronting Phases 2 through Phase 5, respectively, before and as a condition of the City's approval of the first final plat for any portion of the Land within the relevant Development Phase.

8.09. **Emergency Vehicle Access Road Requirements**. Before and as a condition of the City's approval of the first final plat for the portion of the Land within a Phase, Developer shall grant and convey (or cause grant and conveyance of) all Emergency Vehicle Access Easements to the City for all Emergency Vehicle Access Roads required by **Section 8.08** for the relevant Phase, in Approved Form, following the conveyance procedures set forth in **Article 11**. Developer must also Complete (or cause Completion to occur) the applicable "**Emergency Vehicle Access Road**" so as to be at least twenty feet (20') wide, be improved with an all-weather surface, and be designed and constructed to support vehicles that are at least 75,000 pounds.

8.10. **Streets**.

8.10.01. **Street Sections**. Developer shall design and Complete, or cause to be designed and Completed, at no cost to the City, all street sections within the Land according to the Governing Regulations, except for "Local Streets" (as described on Table 14.03.030-1 of the UDC under the column titled "Local Streets"), which may be designed and constructed in accordance with the general specifications shown on ***Exhibit S***. For clarity, this means that all streets other than "Local Streets" must be designed and constructed in accordance with the requirements of the UDC.

8.10.02. **Traffic Calming Locations and Standards**. Developer shall Complete, or cause to be Completed, traffic calming improvements approved by the City and consistent with Appendix D of the City's Neighborhood Traffic Management Program (adopted by City Council Resolution No. 042826-5.C, Appendix D) at the locations shown on ***Exhibit H*** in accordance with the Approved Plans for the affected roadway. (referenced in UDC Section 1.15) .

8.10.03. **Variances for Street Spacing & Connectivity**. Due to natural topography and existing platting constraints, and subject to the proviso below: (*a*) UDC Sec. 14.050.020 regarding street spacing, block lengths, and cul-de-sacs, and connectivity ratios requirements is not applicable so long as the Transportation Improvements are materially consistent with ***Exhibit H*** and ***Exhibit I***; and (*b*) UDC Sec. 14.03.030 regarding the classification of streets is not applicable so long as the Transportation Improvements are materially consistent with ***Exhibit H*** and ***Exhibit I***, ***provided however that***, if the projected average daily trips (ADT) for a planned Local Street within the Land exceeds 1,000 ADT, the street shall be reclassified to either a Residential Collector or a Neighborhood Collector (depending on the projected ADT range), and Developer shall Complete said street as a Collector-level street. The ADT standards to be used for street classification are set forth in UDC Table 14.03.030-1.

8.11. **Transportation Impact Fees**.

8.11.01. **General**. Peregrine and Developer agree on behalf of themselves and their respective successors and assigns, that on annexation of the Land, the City is authorized to add the Land to a Transportation Impact Fee Service Area and to assess and collect Transportation Impact Fees. The City agrees that TIF Offsets are available for the Eligible Transportation Improvements under the terms and conditions of this Agreement and the City Code of Ordinances Chapter 12.46.

8.11.02. **TIF Offset Documentation**. Within one hundred twenty (120) calendar days after Developer's Completion of the Eligible Transportation Improvements when and as required by the Governing Regulations, Developer shall submit the TIF Offset Documentation to the City. The City shall use its best efforts to review the TIF Offset Documentation and notify Developer of any discrepancies or additional information reasonably required within thirty (30) days after Developer's delivery of the TIF Offset Documentation, and Developer agrees to resolve and/or address any discrepancies and/or deliveries of additional information to the City's satisfaction within thirty (30) days of receipt of the City's request. The City and Developer agree to ensure the sufficiency and accuracy of the TIF Offset Documentation so that the TIF Offset can be calculated correctly. The City's failure to respond to Developer within the timeframes does not constitute the City's approval of the TIF Offset Documentation.

8.11.03. **TIF Offset Amount Calculation Methodology**.

(a) Total TIF Offset Amount: The total TIF Offset amount shall be the lesser of the following two amounts:

(1) the amount that is equal to the number of TIF Service Units shown on the final plat(s) for the Land multiplied by the fee per TIF Service Unit shown on the then-current City Code of Ordinances, Ch. 12.46, Schedule 12.46.071(B) or Schedule 12.46.071(C) as of the "Assessment Date" (as the term "Assessment Date" is defined in City Code of Ordinances Chapter 12.46); or

(2) the actual costs to Developer of Completing the Eligible Transportation Improvements supported, to the City's reasonable satisfaction, by the TIF Offset Documentation.

(b) Per TIF Service Unit Amount: The Per TIF Service Unit Offset Amount shall be the Total TIF Offset Amount calculated per **Section 8.11.03(a)**, above, divided by the number of TIF Service Units for the final plat(s) of the Land.

8.11.04. **TIF Offset Creation**. TIF Offsets for construction of Eligible Transportation Improvements shall be deemed created when the Eligible Transportation Improvements are Completed and the City has accepted them for ownership, operation, and maintenance, and the City has approved the TIF Offset Documentation in writing.

8.11.05. **Geographical Limits**. The TIF Offsets shall be associated solely with the final plats for the Land. No TIF Offsets can be applied or used outside the boundaries of the Land.

8.11.06. **When TIF Offset Applied**. A TIF Offset associated with a final recorded plat shall be applied at the time of application for the first building permit for a structure on the Land then successively to each building permit application thereafter, reducing the Per TIF Service Unit Amounts due until the Total TIF Offset Amount is exhausted.

8.11.07. **Expiration of TIF Offsets; Surviving Obligation to Provide TIF Offsets for Completed Eligible Transportation Improvements**. TIF Offsets shall expire f ten (10) years from the date the offset was created. If the City elects to terminate this Agreement because of a failure or default by Developer that remains uncured after expiration of any applicable notice and cure periods in accordance with this Agreement, or if this Agreement expires of its own terms, the City's obligation to provide TIF Offsets will be limited to TIF Offsets associated with an Eligible Transportation Improvement that was Completed before termination or expiration of this Agreement, which obligation shall survive termination or expiration of this Agreement. For clarity, this means that the City's obligation to provide TIF Offsets for Eligible Transportation Improvements that are not Complete before termination or expiration of this Agreement will not survive termination or expiration of this Agreement.

ARTICLE 9. WASTEWATER SERVICE

9.01. **Provision of Wastewater Services**. Subject to Developers' timely Completion of the Wastewater Improvements, timely payment of Wastewater Impact Fees, and other the terms and conditions of this Agreement, the City shall provide Wastewater Service to the Land in a quantity up to 1,900 SUEs as necessary to serve demands within the Land as Development progresses. All Wastewater Improvements shall be designed and constructed in accordance with the Governing Regulations. Upon the request(s) of the City, the Developer shall provide an estimate of projected home sales for the ensuing three (3) years to assist the City in its planning. The City will issue "will-serve" letters from time to time as requested to evidence its commitment to provide retail Wastewater Service to the Land in accordance with this Agreement and other applicable law. After annexation of the Land into the corporate limits of the City, the City shall provide retail Wastewater Service to customers on the Land on the same terms and conditions applicable to the City's other retail wastewater customers located

inside the City limits, including but not limited to payment of Wastewater Impact Fees and wastewater rates.

9.02. **Coordination of Wastewater Service with Development of Rock Bluff Ranch**. Rock Bluff Ranch is located immediately north of and adjacent to the Land. FCL is also the developer of Rock Bluff Ranch. FCL intends to Develop Rock Bluff Ranch simultaneously with the Land (pursuant to separate agreements with the City). Because of the proximity of the Land to Rock Bluff Ranch, and the overlapping Development schedules, the Land and Rock Bluff Ranch will be served by some of the same Major Wastewater Improvements. Therefore, Developer and the City have each evaluated the Wastewater Service requirements for Development of the Land under the PUD Ordinance simultaneously with the predicted Wastewater Service requirements for Rock Bluff Ranch. The Conceptual Wastewater Plan describes the improvements required to be Completed by Developer for the City to provide Wastewater Service to the Land, and some (but not all) of the improvements needed to be Completed by Developer for the City to provide Wastewater Service to both the Land and Rock Bluff Ranch.

9.03. **Approval of Conceptual Wastewater Plan**. The City hereby approves the Conceptual Wastewater Plan attached to this Agreement as ***Exhibit E***.

9.04. **Wastewater Service Infrastructure and Impact Fee Conditions**.

9.04.01. **Completion of City's Northlands WWTP Required**. The Parties acknowledge and agree that the City's Northlands WWTP must be Complete and operational as a condition of the City's agreement to provide Wastewater Service to Connections on the Land and/or on Rock Bluff Ranch at full Development. Nothing in this Agreement obligates the City to accelerate or otherwise revise the plans, specifications, project schedule, or permits related to the City's Northlands WWTP, or to provide Wastewater Service to Connections on the Land or Rock Bluff Ranch via the City's Northlands WWTP prior to it becoming fully operational. Developer may receive Wastewater Service before Completion of the City's Northlands WWTP via the Interim Wastewater Line in a volume not to exceed the Initial Connection Limit, as more fully addressed in **Section 9.04.03**. If the City's Northlands WWTP is not Complete, but the Interim Wastewater Line is Complete and is receiving wastewater flows equal to the Initial Connection Limit, then Developer shall, at its sole cost, provide any additional wastewater service by pump and haul from the South Lift Station. If the City's Northlands WWTP is not Complete by January 31, 2032 for reasons other than *force majeure*, and the Interim

Wastewater Line is Complete and is receiving wastewater flows equal to the Initial Connection Limit, then the City shall be responsible for wastewater collection and treatment costs in excess of the Initial Collection Limit using pump and haul or other means until the City's Northlands WWTP is operational and serves the Land. For clarity, as used in this **Section**, the words "**force majeure**" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability of the City to perform due to any other causes not reasonably within the City's control.

9.04.02. **Completion of the Major Wastewater Improvements and Internal Wastewater Improvements Required**. Developer shall Complete, or cause to be Completed, the Major Wastewater Improvements and the Internal Wastewater Improvements when and as required by the UDC and this Agreement. Developer may elect to receive limited Wastewater Service up to the Initial Connection Limit under the conditions described in **Section 9.04.03**.

9.04.03. **Option for City Wastewater Service Up to the Initial Connection Limit Before Completion of City's Northlands WWTP**. To accommodate anticipated demand for housing on the Land and/or on Rock Bluff Ranch before the City's Northlands WWTP becomes operational, the City evaluated its capacity to provide Wastewater Service via its existing wastewater system assuming limited additional growth outside of the Land and Rock Bluff Ranch, and predicted that the City's existing wastewater system can provide Wastewater Service to Connections on the Land and/or Rock Bluff Ranch up to, but not exceeding, the Initial Connection Limit before the City's Northlands WWTP becomes operational *on the conditions that* Developer: *(a)* acquires (or causes acquisition of) the Interim Wastewater Line Easement, and *(b)* Completes (or causes Completion of) the Interim Wastewater Line. When the City's Northlands WWTP becomes operational, the City shall provide notice of same to Developer and, within sixty (60) days after receipt of said notice, Developer shall cause the Interim Wastewater Line to cease receiving wastewater flows. The Interim Wastewater Line may be abandoned in place, *provided that* the Interim Wastewater Line Easement remains in full force and effect.

9.04.04. **Completion of Internal Wastewater Lines Required**. Developer shall Complete, or cause to be Completed, all Internal Wastewater Improvements when and as required by the UDC.

9.04.05. **Payment of Wastewater Impact Fees Required**. Subject to the provisions of **Sections 9.05.02** through **9.05.04**, Wastewater Impact Fees shall be calculated, assessed and collected when and in the amount specified in Chapter 13.32 of the City's Code of Ordinances.

9.05. **Special Provisions Related to the 42" MasterPlan Wastewater Line Segment**.

9.05.01. **General**. The Parties agree that the 42" MasterPlan Wastewater Line Segment shown on the Conceptual Wastewater Plan is a fragment of the City's 42" MasterPlan Wastewater Line that is required by the UDC to be Completed (or caused to be Completed) by Developer from property boundary line to property boundary line within the Land. However, the area located north of the Land, east of Rock Bluff Ranch, and west of SH 195 is already developed and requests for Wastewater Service from the City to those parcels are predicted to be unlikely within the City's current long-range planning horizon. For this reason, the Parties agree that Developer is required to only Complete (or cause Completion of) the 42" MasterPlan Wastewater Line Segment, but in exchange therefor, must grant the City an exclusive easement in Approved Form for the 42" MasterPlan Wastewater Line (from property line to property line) together with the 42" MasterPlan Wastewater Line Access Easements. To that end, Developer agrees to grant and convey (or cause grant and conveyance of) the 42" MasterPlan Wastewater Line Easement and the 42" MasterPlan Wastewater Line Access Easements to the City in Approved Form simultaneously with submittal of draft construction plans for the 42" MasterPlan Wastewater Line Segment. The Developer shall Complete (or cause Completion of) or post fiscal surety for the 42" MasterPlan Wastewater Line Segment within the relevant portion of the 42" MasterPlan Wastewater Line Easement before and as a condition of the City's approval of the first final plat for any portion of the Land.

9.05.02. **Location Relative to Stream Buffer Areas**. The 42" MasterPlan Wastewater Line Segment may be installed within the Stream Buffer Area, roughly parallel to Berry Creek, as long as it is installed on the side of Berry Creek opposite any spring and is installed no closer than 25 feet from the bank

of Berry Creek; and provided further it shall not cross a stream associated with a spring within the Stream Buffer Area.

9.05.03. **Wastewater Impact Fee Credit**. The City acknowledges that the 42″ MasterPlan Wastewater Segment is a larger diameter than would be needed to provide Wastewater Service to only the Land, and that the line is included in the City's current Wastewater Impact Fee Study. Therefore, if Developer Completes (or causes completion of) the 42″ MasterPlan Wastewater Line Segment when and as required by this Agreement and at no cost to the City, as consideration for same, commencing after final acceptance by the City of the 42″ MasterPlan Wastewater Line Segment and the City's written approval of the Wastewater Impact Fee Credit Documentation (described in **Section 9.05.04**), the City shall apply the amount of the Wastewater Impact Fee Credit (calculated as described in **Section 9.05.05**) against the City's then-current, adopted Wastewater Impact Fee on a per-Connection basis for all Connections on the Land for which a final plat is recorded and after the final acceptance by the City of the 42″ MasterPlan Wastewater Line Segment. The Wastewater Impact Fee Credit is only applicable to the City's Wastewater Impact Fees payable for Connections within the Land (not Connections from Rock Bluff Ranch or elsewhere). For clarity, no Impact Fee Credits shall be granted or are allowed for construction of the South Lift Station except under the circumstances specified in **Section 9.07**.

9.05.04. **Wastewater Impact Fee Credit Documentation**. The request for Wastewater Impact Fee Credit must be supported by the Wastewater Impact Fee Credit Documentation. The "**Wastewater Impact Fee Credit Documentation**" must include the following items related to the 42″ MasterPlan Wastewater Line Segment: *(a)* copy of record drawings or as-built plans signed and sealed by the engineer who prepared the Approved Plans; *(b)* invoices or statements from the construction contractor and engineer-certified pay applications; *(c)* bills paid affidavits; and *(d)* a total dollar amount of the actual cost to construct the 42″ MasterPlan Wastewater Line Segment; and *(e)* a written, signed, and notarized statement from Developer attesting to the truth and accuracy of the submitted documentation as the actual construction costs paid (or caused to be paid) by Developer for the 42″ MasterPlan Wastewater Line Segment. Developer agrees to cooperate with the City on its review of the submitted information and agrees to provide additional information and documentation as reasonably necessary for the City to complete its review.

9.05.05. **Amount of Available Wastewater Impact Fee Credit**. The amount of the Wastewater Impact Fee Credit *(a)* shall be given only for the portion of the Wastewater Impact Fee attributable to the design and construction of the 42″ MasterPlan Wastewater Line Segment, but not for the portion of the Wastewater Impact Fee attributable to treatment costs, land costs, or any other costs, fees, or expenses; and (*b*) shall not exceed the actual, documented, design and construction cost of Completing the 42″ MasterPlan Wastewater Line Segment supported by the Wastewater Impact Fee Credit Documentation approved in writing by the City; and *(c)* shall not be given after the date that is twenty (20) years after the Effective Date. Under no circumstances shall the City be required to grant the Wastewater Impact Fee Credit if actual costs for construction of the 42″ MasterPlan Wastewater Line Segment are not documented by Developer and provided to the City, or to increase the amount of the Wastewater Impact Fee Credit, or to increase the period during which it is available.

9.06. **Special Provisions Related to City's Northlands WWTP Force Main Easement**. To facilitate construction of the City's Northlands WWTP, Developer agrees to grant and convey (or cause grant and conveyance) to the City, at no cost to the City, the City's Northlands WWTP Force Main Easement in Approved Form. Developer agrees that no surface improvements of any kind are permitted within the referenced easement area (with the exception of the Emergency Vehicle Access Roads) – this prohibition includes, without limitation, fences, sheds, pools, accessory dwelling units, carports, hardscaping, and landscaping. Conveyance shall be in accordance with **Article 11** and the Conveyance Documentation shall be submitted to the City Attorney within ninety (90) days after Peregrine Closing Date (which must occur before the Peregrine Closing Deadline and the 60-Day Deadline) and provided a copy of the recorded deed evidencing such acquisition to the City Attorney on or before the Peregrine Closing Date.

9.07. **Special Provisions Relating to South Lift Station Site**. Developer shall grant and convey, or cause to be granted and conveyed, via the South Lift Station Deed to the City at no cost to the City the South Lift Station Site before and as a condition of the City's approval of a final plat containing the first Lot that will receive Wastewater Service via the South Lift Station. Conveyance shall be in accordance with **Article 11**.

9.08. **City as Exclusive Wastewater Service Provider/On-Site Septic Systems Prohibited**. The City shall not approve any preliminary or final plat or any other development or plan review application for any portion of the Land that is to be

served by on-site sewage facilities (septic systems), it being the intent of the Parties that Wastewater Service be provided to the Land solely via the City's collectivized wastewater system.

9.09. **Special Provisions Relating to Over-Sizing of the South Lift Station**. Except as otherwise stated in this Section, the South Lift Station shall be designed and Completed with the capacity required to serve the Land and Rock Bluff Ranch (the "**Developer Size**"). If, and only if, at the time of submittal of construction plans for the South Lift Station: (**a**) the South Lift Station is (*i*) included as a project in the capital improvements plan accompanying the City's adopted wastewater impact fee; and (*ii*) is included at a size larger than the Developer Size (the "**Impact Fee Size**"); and (**b**) the City consents to construction of the South Lift Station at the Impact Fee Size, as reflected in the Approved Plans for the South Lift Station requiring the South Lift Station to be designed and Completed at the Impact Fee Size rather than at the Developer Size, (**c**) Developer Completes construction of the South Lift Station at the Impact Fee Size on or before the deadline to Complete the South Lift Station set forth in Agreement , then Impact Fee Credits shall be granted and allowed for the entirety of the design and construction costs associated with the Impact Fee Size South Lift Station subject to the same requirements, limitations and conditions described in **Sections 9.05.03, 9.05.04 and 9.05.05**. For clarity, nothing in this Agreement: *(i)* requires Developer to Complete the South Lift Station at a size larger than the Developer Size; therefore, no Impact Fee Credits shall be granted or are allowed for the construction of the South Lift Station if sized only for the Land and Rock Bluff Ranch; or *(ii)* waives the protections afforded to Developer under TLGC Section 212.904 in the event the City requires oversizing of the South Lift Station.

ARTICLE 10. WATER SERVICE

10.01. **Provision of Water Services**. Subject to Developers' timely Completion of the Water Improvements, timely payment of Water Impact Fees, and to the other the terms and conditions of this Agreement, the City shall provide Water Service to the Land in a quantity up to 1,900 SUEs as necessary to serve demands within the Land as Development progresses. Upon the request(s) of the City, the Developer shall provide an estimate of projected home sales for the ensuing three (3) years to assist the City in its planning. The City will issue "will-serve" letters from time to time as requested addressing the City's ability to provide retail Water Service to the Land in accordance with this Agreement and other applicable law. After annexation of the Land into the corporate limits of the City, the City shall provide retail Water Service to customers on the Land on the same terms and

conditions applicable the City's other retail water customers located inside the City limits, including but not limited to payment of Water Impact Fees and water rates.

10.02. **Approval of Conceptual Water Plan**. The City hereby approves the Conceptual Water Plan attached to this Agreement as ***Exhibit F***.

10.03. **Water Service Infrastructure and Impact Fee Conditions**.

10.03.01. **Completion Required**. Developer shall Complete, or cause to be Completed, the Major Water Improvements and the Internal Water Improvements when and as required by the Governing Regulations.

10.03.02. **Water Service to Connections in Pressure Zone 1065**. Water Service to Connections on the Land in Pressure Zone 1065 shall be provided via Pressure Zone 1065 Major Water Line No. 1 and Pressure Zone 1065 Major Water Line No. 2, as shown on the Conceptual Water Plan. The Pressure Zone 1065 Major Water Line must be designed and Completed so that there are no more than 500 Connections between each isolation valve.

10.03.03. **Water Service to Connections in Pressure Zone 1178**. Water Service to Connections on the Land in Pressure Zone 1178 shall be provided via the Pressure Zone 1178 Major Water Line. The Pressure Zone 1178 Major Water Line must be designed and Completed so that there are no more than 500 Connections between each isolation valve.

10.03.04. **Payment of Water Impact Fees Required**. Water Impact Fees shall be calculated, assessed and collected when and in the amount specified in Chapter 13.32 of the City's Code of Ordinances.

10.04. **Release of Easement**. The City agrees to record a release of the easement recorded at Volume 790, Page 580 as Document No. 198010005DA (Volume 2168, Page 44) of the Official Public Records of Williamson County, Texas, previously conveyed to Chisholm Trail Water Supply Corporation by Mrs. Florence Y. Wray on March 21, 1980 that encumbers the Land (the "CTWSC Easement") on the condition that Peregrine or FCL convey, or cause to be conveyed, replacement easements in Approved Form to the City for any City facilities or improvement currently located within the CTWSC Easement. The City agrees to assist in determining the existence and location of existing City facilities or improvements within the CTWSC Easement. The City shall provide a copy of the recorded

release of the CTWSC Easement to Peregrine and FCL within twenty (20) days after recordation of the replacement easements, if any.

10.05. **Special Provisions Regarding City's Ronald W. Reagan Blvd. Water Line Easement**. Developer agrees to grant and convey, or cause to be granted and conveyed, to the City, at no cost to the City, the City's Ronald W. Reagan Blvd. Water Line Easement, in Approved Form within ninety (90)days after receipt of written notice from the City. Conveyance shall be in accordance with **Article 11**.

10.06. **District Rules Regarding Water Conservation and Drought Management**. If a District adopts orders, rules or regulations regarding water conservation and drought management, said orders, rules, or regulations must be consistent with and at least as stringent as the City's requirements in City Code of Ordinances Chapters 13.15 and 13.16.

10.07. **Ornamental Water Features**. Construction of ornamental water features is prohibited on the Land. If naturally occurring, no City-provided water may be used to fill or refill an Ornamental Water Feature, or to operate a fountain.

10.08. **Landscaping**. All landscaping (including but not limited to plant selection, sod restrictions, soil depth, and irrigation) must meet the requirements in the UDC.

10.09. **Special Provisions Relating to Over-Sizing of Major Water Improvements**. Except as otherwise stated in this Section, the Major Water Improvements shall be designed and Completed with capacity sufficient to serve only the Land and Rock Bluff Ranch at full build out (the "**Developer Size**"). If, and only if, at the time of submittal of the construction plans for a Major Water Improvement: (**a**) the Major Water Improvement is (*i*) included as a project in the capital improvements plan accompanying the City's adopted water impact fee; and (*ii*) is included at a size larger than the Developer Size (the "**Impact Fee Size**"); and (**b**) the City consents to construction of a Major Water Improvement at the Impact Fee Size, as reflected in the Approved Plans the Approved Plans for the Major Water Improvement requiring the Major Water Improvement to be designed and Completed at the Impact Fee Size rather than at the Developer Size, and (**c**) Developer Completes the Major Water Improvement at the Impact Fee Size when and as required by this Agreement, then water impact fee credits or reductions shall be granted and allowed for the entirety of the design and construction costs associated with the Impact Fee Size Major Water Improvement, subject to the same requirements, limitations and conditions described in **Sections 9.05.03, 9.05.04 and 9.05.05**. For clarity, nothing in this Agreement: *(i)* requires

Developer to Complete the Major Water Improvements at a size larger than the Developer Size; therefore, no Impact Fee Credits shall be granted or are allowed for the construction of the Major Water Improvements if sized only for the Land and Rock Bluff Ranch; or *(ii)* waives the protections afforded to Developer under TLGC Section 212.904 in the event the City requires oversizing of a Major Water Improvement.

ARTICLE 11. DEDICATIONS AND CONVEYANCES

11.01. **Internal Utility Easements**. Developer shall, at no cost to the City, grant and convey (or cause grant and conveyance of) Internal Utility Easements for the Internal Wastewater Improvements and the Internal Water Improvements. All Internal Utility Easements must be *(i)* in Approved Form, *(ii)* sized per the requirements of this Agreement, and *(iii)* located generally where shown on the relevant Conceptual Plan. An Internal Utility Easement may overlap with or be within a ROW but only with the City's prior written consent, as evidenced by the City's signature on the relevant Approved Plan and the relevant Approved Form.

11.02. **42" MasterPlan Wastewater Line Easement**. Developer shall, at no cost to the City, grant and convey (or cause grant and conveyance of) the 42" MasterPlan Wastewater Line Easement when required by **Section 9.04.01** of this Agreement. The 42" MasterPlan Wastewater Line Easement must be *(i)* in Approved Form; *(ii)* sized per the requirements of this Agreement; and *(iii)* located generally where shown on the Conceptual Wastewater Plan. The 42" MasterPlan Wastewater Line Easement may not overlap with or be within a ROW, a public utility easement, or any other easement.

11.03. **Other Easements**.

11.03.01. **General**. Developer or a District, if permitted under applicable law, shall, at no cost to the City, obtain the Pressure Zone 1178 Major Water Line Off-Site Segment Easement and the Emergency Vehicle Access Easement, and temporary construction easements necessary for the construction of same and where it is not feasible to utilize existing City ROW or City easements.

11.03.02. **Water and Wastewater**. The easements for the Water Improvements and the Wastewater Improvements each shall *(i)* be sized per the requirements of this Agreement; *(ii)* be at the correct elevation to connect with the City's existing relevant lines; and *(iii)* be located generally where shown on the Conceptual Water or Wastewater Plan attached hereto. In addition, no other

public utility easement of any kind for the benefit of any non-City service provider (including but not limited to electric service easements) are allowed in, under, over, or across any easement for a Water Improvement or a Wastewater Improvement without the City's prior written approval, which may be granted or withheld in the City's sole discretion, and if approved reflected in a License to Encroach in Approved Form. Any temporary construction easements and the Access Easement shall be in widths and locations reasonably acceptable to the City. The City agrees that whenever feasible from an engineering and operational perspectives, as determined in the City's sole discretion, the Water Improvements and Wastewater Improvements may be constructed within a City ROW (but not a County or State ROW) or existing City easements in lieu of acquisition of new easements in Approved Form. By way of example and without limitation, the Pressure Zone 1178 Major Water Line Off-Site Segment shall be located in the City's existing ROW for Silver Spur Blvd. to the maximum extent practicable.

11.04. **Internal Transportation Improvements**. All Internal Transportation Improvements shall be dedicated to the City, at no cost to the City, in the manner required by the UDC.

11.05. **Primary Park and Community Parks**. All dedications and conveyances to the City of the Primary Park (the portion thereof that is outside of any floodplain), and the Community Parks shall be in accordance with UDC Section 13.08.050.

11.06. **South Lift Station Site Deed**. Developer must submit (or cause submission of) the Conveyance Documentation for the South Lift Station Site not later than simultaneously with submittal of draft construction plans for the Major Wastewater Improvements necessary for the City to provide Wastewater Service to Phase 1 or Phase 6 via the City's Northlands WWTP.

11.07. **Other Conveyances**. For any easements located, or to be located, wholly within the boundaries of the Land, all such easements shall be conveyed to the Governmental Authority, District, or HOA responsible for ownership and maintenance of the improvement to be placed therein prior to and as a condition of the City's approval of a final plat for any portion of the Land where such easements are located, or to be located, unless an earlier date is specified in this Agreement.

11.08. **Conveyance Documentation**. At least sixty (60) Days prior to the deadline for conveying or dedicating any interest in property to the City, Developer will provide, or cause to be provided, the applicable Conveyance Documentation to

the City. All conveyance and dedication instruments must be in the applicable Approved Form, as evidenced by the City Attorney's signature on the recordable instrument. The City is not required to accept conveyances or dedications that are not on the appropriate Approved Form or assignments of private easements.

11.09. **Transfers of Improvements**. All transfers of improvements will include transfers of warranties, bonds, and guarantees associated with the transferred improvements, and the form of transfer or assignment and assumption agreement shall be subject to approval by the City, which shall not be unreasonably withheld. Developer shall maintain and repair all improvements until transferred to the City, a District, or the HOA, as applicable.

11.10. **Encumbrances and Liens**. If the Conveyance Documentation includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers all or any portion of the area being conveyed or dedicated to the City, Developer shall cause the holder of such lien or other monetary encumbrance to provide a consent of lienholder in connection with the Conveyance Documentation that subordinates such lien or other monetary encumbrance as per the applicable Approved Form.

11.11. **Costs**. The costs incurred to obtain, grant and convey easements and deeds and to grant Licenses to Encroach (defined in **Section 11.15**) (including costs of acquisition, recording, and preparation of the Conveyance Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Developer, but are reimbursable by a District.

11.12. **Title Policies**. If the Conveyance Documentation includes a title commitment, Developer will provide title insurance for the area to be conveyed or dedicated, as applicable, in an amount approved by the City Attorney and will cause the consent of lienholder or subordination of any liens or other monetary encumbrances reflected on the commitment before the area is conveyed or dedicated to the City. Only the standard pre-printed exceptions and any non-monetary encumbrances approved in advance and in writing by the City Attorney will be reflected on a title policy.

11.13. **Access Easements – Generally**. If no public road exists providing access to Public Infrastructure when the applicable easement or deed, as applicable, is granted, an a temporary and/or permanent Access Easement, in a location and of a size determined by the City during the City's review and approval of construction plans and final plat sufficient to allow the City and its authorized agents to access the applicable improvement via an Access Road within an Access

Easement until such time, if any, as a public road providing such access is Complete. Each temporary Access Easement will be released by the City as each portion thereof is included within a recorded permanent Access Easement in Approved Form or Completed ROW shown on a recorded plat.

11.14. **Access Easements – Regional Trail**. Developer shall provide Access Easements in Approved Form and construct therein Access Roads in accordance with Approved Plans so as to provide means for the City to have vehicular access the Regional Trail from at least one Completed road on the Land so the City can maintain the Regional Trail. Such Access Easements must be included in the Conveyance Documentation for the Regional Trail, and the Access Roads must be Completed simultaneously with Completion of the Regional Trail (or section thereof, if the Regional Trail is constructed in sections). If and when vehicular access to the entirety of the Regional Trail is provided via a Completed public road, the Access Easements will be released by the City.

11.15. **Licenses to Encroach**. Developer may request authorization under City Code of Ordinances Sections 12.08 (ROW Permit) and 12.09 (License to Encroach), and Section 3.23 of the UDC (License to Encroach) (as applicable) (each, for purposes of this Agreement, a "**License to Encroach**") to allow perpendicular crossings of City easements or other City property. Each License to Encroach will be in Approved Form. However, with the exception of the License to Encroach for landscape improvements to be constructed or installed by Developer within the ROW for the Yearwood Minor Arterial Road, nothing in this Agreement or a Related Document obligates the City to approve any request for a License to Encroach.

11.16. **Possible City Assistance with Acquisition of Offsite Easements**. Developer and the District shall each use commercially reasonable efforts to obtain any offsite easements required for the construction of any facilities required to be constructed by Developer or such District under this Agreement. If Developer and the District are unable to obtain any such easements after using good faith efforts to do so (including based on a determination by a District's condemnation counsel that the District does not have the authority to condemn the real property), Developer and the District may request the City to use the City's powers of eminent domain to acquire the easement(s) at no cost to the City. The City shall use its best efforts to acquire the easements, using the City's powers of eminent domain if necessary, at Developer's sole cost and expense and no cost to the City.

On receipt of a valid request for the City's acquisition assistance, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the easements by eminent domain. Developer or a District shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer or a District shall pay all costs and expenses incurred by the City relating to the acquisition of the offsite easement(s), including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original cost estimate, Developer shall provide payment of the additional amount within fifteen (15) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer or the District, as appropriate.

ARTICLE 12. TERM AND ASSIGNMENT

12.01. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until *(i)* the date this Agreement becomes null and void or is terminated for the reasons described in Article 3, Article 13 or as otherwise provided herein or allowed by law, or *(ii)* the date this Agreement is terminated in writing by mutual agreement of the Parties; provided, however, the consent of Yearwood shall not be required after Peregrine acquires the Land from Yearwood, and provided, further, that the consent of Peregrine shall not be required after FCL acquires the Land from Peregrine.

12.02. **Assignment**.

12.02.01. **By the City**. The City may only assign this Agreement with the written consent of the Districts and of Developer, provided however, that the consent of Developer is not needed if Developer does not own developable portions of the Land at the time of the assignment.

12.02.02. **By a District**. The Original District may only assign this Agreement to a District created by division of the Original District. A District created by division of the Original District, may only assign this Agreement to the Original District or another District created by division of the Original District.

Prior consent of the City Council is not required for inter-District assignments, but a copy of the executed assignment and assumption agreement(s) must be provided to the City within fifteen (15) days after full execution.

12.02.03. **By Yearwood.** Yearwood may only assign this Agreement to Peregrine or FCL. No other assignments by Yearwood are permitted.

12.02.04. **By Peregrine or FCL**. Peregrine or FCL may assign this Agreement as provided in **Section 12.02.04(a)** or **12.02.04(b)**, and not otherwise.

(a) Peregrine or FCL may assign this Agreement, in whole or in part, and include any obligation, right, title or interest of theirs under this Agreement: (1) to a District; or (2) to an Assignee, *provided that* as to any such assignment by Peregrine or FCL, the following eight (8) conditions are first satisfied:

(1) the City Council has given its prior written consent to a written assignment and assumption agreement describing the rights and obligations of Developer and a District or proposed Assignee;

(2) if to an Assignee who is not a District, the proposed Assignee either is a successor owner of all or any part of the Land or is a Lender to a successor owner of all or any part of the Land;

(3) if to an Assignee who is not a District, the proposed Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

(4) the assignment documents include an assignment to the City by the proposed Assignee of its rights to reimbursement from Bond issued by a District in the amount of the Interlocal Agreement Costs;

(5) the assignment is in writing executed by Developer , a District, or proposed Assignee, and consented to in writing by the City Council, which consent will not be unreasonably withheld;

(6) a District or proposed Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

(7) the assigning Developer is then in compliance with all terms and conditions of this Agreement and the Related Documents; and

(8) a copy of the executed assignment and assumption agreements are provided to all Parties within fifteen (15) days after its full execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by Developer and a District or Assignee and approved by the City Council, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to the District or Assignee and agrees that the assigning Developer shall be released from performing the assigned obligations and from any liability that results from the District's or Assignee's failure to perform the assigned obligations. No assignment by a Developer shall release that Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment.

(b) **To the HOA**. Developer may only assign ownership and/or maintenance obligations relating to the District Areas/Improvements to the HOA, and only on demonstrating to the City's reasonable satisfaction that the HOA has sufficient funds, and ongoing funding mechanisms, to perform the delegated obligations, and only after execution of a Maintenance Agreement relating to the assigned obligations.

12.02.05. **Written Records**. The assigning Developer Party shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and shall provide a copy of such records to the City.

12.02.06. **Attempted Assignments Void**. Any assignment or attempted assignment by a Party that is not in conformance with **Section 12.02** of this Agreement is void and shall have no force or effect.

12.03. **Effect of Foreclosure**. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a Lender or creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

12.04. **Effect on End Buyers**. This Agreement is not binding on and does not create any encumbrance to title as to any End Buyer *except* each End Buyer must comply, at a minimum, with the PUD Ordinance and the Additional Land Development Standards.

12.05. **No Liability for Actions of Others**. Except as expressly set forth herein: *(a)* the liabilities, obligations and responsibilities of each owner of the Land or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and *(b)* no owner of the Land or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

ARTICLE 13. DEFAULT AND REMEDIES

13.01. **General**. In the event of default by any Party (a "**Defaulting Party**"), any non-defaulting Party shall give the Defaulting Party written notice specifying the default (a "**Default Notice**"). If the Defaulting Party fails to fully cure any default that can be cured by the payment of money ("**Monetary Default**") within thirty (30) Days of the date of the Default Notice, or fails to commence the cure of any default specified in the Default Notice that is not a Monetary Default (a "**Non-Monetary Default**") within thirty (30) Days of the date of the Default Notice and complete such cure within ninety (90) Days of the date of the Default Notice (or such longer period the non-Defaulting Parties may mutually agree in writing is reasonable), then the other Party(ies) shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the Defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement and/or seek any relief available at law or in equity; *provided, however*, the Parties agree that damages, if any, to which any complying Party may be entitled for a Non-Monetary Default shall not include monetary damages of any kind or amount.

13.02. **Developer Default**. In addition, if Developer is the Defaulting Party, *(i)* the City shall not be obligated to accept, review, or approve any Development applications related to the Land until Developer has cured the default; *(ii)* a District may not pay proceeds from Bonds to a Developer until the Developer has cured the default but instead such District shall retain all such proceeds payable to a Developer pending cure (a District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Interlocal Agreement Costs without regard to the default); *(iii)* the City shall have all rights to enjoin the payment of

Bond proceeds to a Developer until the default or breach is cured, and *(iv)* a Developer shall not enter into any agreements with a District or seek reimbursement from a District for any expenses incurred in connection with a District or the Development of the Land until the default or breach has been cured.

ARTICLE 14.MISCELLANEOUS

14.01. **Cooperation**. The Parties shall cooperate with each other as reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

14.02. **Filings**. The Parties agree that, for the purposes of Chapter 212 of the TLGC, a plan or plat for all or any part of the Land is deemed to be filed when the application for said plat or plan includes all information required by, and is in compliance with, the Governing Regulations. No Development-related application will be accepted by the City if a material event of default exists with regard to this Agreement or a Governing Regulation as of the filing date of such application.

14.03. **Notice**. Any notice given under this Agreement must be in writing and may be given: *(i)* by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or *(ii)* by depositing it with Federal Express or another delivery service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; or *(iii)* by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. For purposes of notice, the addresses of the Parties, until changed as provided below, will be as follows:

City: City of Georgetown, City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With a copy to:
City of Georgetown, City Attorney
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

Yearwood: PIA Capital, LLC-Series Tract I,
PIA Capital, LLC-Series Tract II &
John Edward Boyce Yearwood
5301 Rattlesnake Road
Georgetown, Texas 78633

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Kevin M. Flahive & Mark Macmurdo

Peregrine: PLI I-D, LP
1100 West 6th Street
Austin, Texas 78703
Attn: Tim Riley

With a copy to:
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: Bill McLean, Esq.

FCL: Georgetown FCL Owner, LLC
500 Boylston Street, Suite 2010
Boston, MA 02116
Attn: Casey Tischer

Georgetown FCL Owner, LLC
8601 Ranch Road 2222, Building 1, Suite 290
Austin, TX 78730
Attn: Matt Mathews

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Anthony Corbett & Kevin M. Flahive

District: Williamson County Municipal Utility District No. ___
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attn: Anthony Corbett

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other parties. Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

14.04. **Severability; Waiver**.

14.04.01. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement by agreement of the Parties that is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

14.04.02. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

14.05. **Applicable Law and Venue**. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

14.06. **Entire Agreement**. This Agreement (including the Exhibits to this Agreement), collectively contain the entire agreement of the Parties as to the subject matters addressed herein.

14.07. **Amendments**. This Agreement may be amended only by mutual written agreement of the City Council and the owner of the portion of the Land affected by the amendment; *provided that (i)* no amendment may be made without Peregrine's consent for so long as the Land is under contract to be sold by Yearwood to Peregrine, *(ii)* no amendment may be made without FCL's consent

for so long as the Land is under contract to be sold by Peregrine to FCL, and *(iii)* no consent from any End Buyer to an amendment to this Agreement is required.

14.08. **Exhibits, Headings, Construction and Counterparts**. All Exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The Section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the Sections. Wherever appropriate, words of the masculine gender may include the feminine or neutral, and the singular may include the plural, and vice versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any Exhibits hereto.

14.09. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one (1) or more counterparts, individually or taken together, bear the signatures of all of the Parties.

14.10. **Time**. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

14.11. **Certification Regarding Boycotting Israel**. Pursuant to Chapter 2271, Texas Government Code, the Parties certify that they *(1)* do not currently boycott Israel; and *(2)* will not boycott Israel during the term of this Agreement. The Parties acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.12. **Certification Regarding Business with Certain Countries and Organizations**. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Parties certify they are not engaged in business with Iran, Sudan, or a foreign terrorist organization. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.13. **Certification Regarding Boycotting Energy Companies**. Pursuant to Chapter 809, Texas Government Code, the Parties certify that they do not currently boycott energy companies and will not boycott energy companies during the Term

of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.14. **Certification Regarding Boycotting Firearm and Ammunition Industries**. Pursuant to Chapter 2274, Texas Government Code, the Parties certify that they do not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the Term of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.15. **Exhibits**. The following Exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A-1	Land – Metes and Bounds
Exhibit A-2	Land – Location Map (also showing location of Rock Bluff Ranch)
Exhibit B	Additional Land Development Standards
Exhibit C	Northlands WWTP Force Main Easement
Exhibit D	Ronald W. Reagan Blvd. Water Line
Exhibit E	Conceptual Wastewater Plan
Exhibit F	Conceptual Water Plan
Exhibit G	Conceptual Parks and Open Space Plan
Exhibit H	Conceptual Transportation Plan
Exhibit I	Street Spacing and Connectivity Plan
Exhibit J	Form of Maintenance Agreement
Exhibit K	Phasing Plan
Exhibit L	Regional Trail Specifications
Exhibit M	(intentionally deleted)
Exhibit N	TIF Offset Documentation
Exhibit O	Yearwood Arterial ROW Exhibit
Exhibit P	Conceptual Land Use Plan
Exhibit Q	Tree Mitigation Calculation Form
Exhibit R	Conceptual Wall and Fencing Plan
Exhibit S	Street Sections

14.16. **Effectiveness as to Parties**. This Agreement is effective as to the Initial Parties on the Effective Date. This Agreement is effective as to the Original District when approved by the Board of Directors of the Original District, which is to be at the first organizational meeting of the Original District held after the District Creation Date. This Agreement is effective as to the Districts (other than the Original District) when an assignment of this Agreement to the applicable District

is approved by such District's Board of Directors at an organizational meeting following creation of the applicable District in accordance with **Section 3.11**.

14.17. **Recording**. This Agreement shall be recorded in the Official Records of Williamson County, Texas, at Developer's cost and expense, immediately after the Effective Date.

14.18. **Party Matters**. Notwithstanding any provision herein to the contrary, Yearwood shall no longer be a party to this Agreement for any purpose after conveyance of the Land by Yearwood to Peregrine, and Peregrine shall no longer be a party to this Agreement for any purpose after conveyance of the Land by Peregrine to FCL unless otherwise agreed by Peregrine and FCL.

CITY: **CITY OF GEORGETOWN, TEXAS**

By: _____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD: **PIA CAPITAL, LLC-SERIES TRACT I**, a separate series of PIA Capital, LLC, a Texas series limited liability company

By: _____
John F. Yearwood, Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John F. Yearwood, Manager of PIA Capital, LLC-Series Tract I, a separate series of PIA Capital, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD (cont.):

PIA CAPITAL, LLC-SERIES TRACT II, a separate series of PIA Capital, LLC, a Texas series limited liability company

By: _____
John F. Yearwood, Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John F. Yearwood, Manager of PIA Capital, LLC-Series Tract II, a separate series of PIA Capital, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of Texas

YEARWOOD (cont.):

_____
JOHN EDWARD BOYCE YEARWOOD

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by John Edward Boyce Yearwood.

(seal)

By:_____
Notary Public State of Texas

PEREGRINE: **PLI I-D, LP**,
a Texas limited partnership

By: PLI GP I-D, LLC,
a Texas limited liability company,
its General Partner

By: _____
Tim Riley, Member

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2026, by Tim Riley, Member of PLI GP I-D, LLC, a Texas limited liability company, the General Partner of PLI I-D, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)

By:_____
Notary Public State of Texas

FCL: **GEORGETOWN FCL OWNER, LLC**,
a Delaware limited liability company

By: _____
Thomas C. Tischer,
Authorized Signatory

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____ 2026, by Thomas C. Tischer, Authorized Signatory of Georgetown FCL Owner, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

By:_____
Notary Public State of ____

DISTRICT: **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __**

By: _____
_____, Board President

ATTEST:

By:_____
_____, Board Secretary

APPROVED AS TO FORM:

By:_____
_____, District's Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 202_, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. __, a special district formed and operating under Article XVI, Section 59 of the Texas Constitution and under Chapters 49 and 54 of the Texas Water Code.

(seal)

By:_____
Notary Public State of Texas

CAPITAL SURVEYING
925 Capital of Texas Hwy
B-115, Austin, TX 78746
(512) 327-4006
fperez@capitalsurveying.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 728.3636 ACRES (31,727,520 SQUARE FEET) OF LAND, MORE OR LESS, SITUATED IN THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 282 AND THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, BOTH OF WHICH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 99.60 ACRE TRACT OF LAND DESCRIBED AS "TRACT I" CONVEYED TO PIA CAPITAL, LLC – SERIES TRACT I IN DOCUMENT NO. 2020163208, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), BEING ALL OF A CALLED 532.54 ACRE TRACT OF LAND DESCRIBED AS "TRACT II" CONVEYED TO PIA CAPITAL, LLC – SERIES TRACT II IN DOCUMENT NO. 2020163208 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 96.40 ACRE TRACT OF LAND DESCRIBED AS "TRACT 4" CONVEYED TO JOHN F. YEARWOOD AND PRISCILLA S. YEARWOOD IN DOCUMENT NO. 2020163061 (O.P.R.W.C.T.), SAID 728.3636 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "5784" cap found at the intersection of the southwest right-of-way line of Rattlesnake Road (right-of-way varies), and the northwest right-of-way line of Ronald Reagan Boulevard (right-of-way varies), being the northwest corner of a called 5.94 acre tract of land conveyed to Williamson County, Texas in Document No. 2008057931 (O.P.R.W.C.T.), being the easternmost corner of said 532.54 acre tract, for the easternmost corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the southwest right-of-way line of said Rattlesnake Road, with the northwest right-of-way line of said Ronald Reagan Boulevard and the southeast line of said 532.54 acre tract, **S43°27'05"W**, a distance of **1,013.88** feet to a 1/2-inch iron rod with "5784" cap found for an angle point in the northwest right-of-way line of said Ronald Reagan Boulevard, being the northeast corner of a called 14.521 acre tract of land conveyed to Five Star Concrete, LLC in Document No. 2022199489 (O.P.R.W.C.T.), being an angle point in the northwest line of a called 17.72 acre tract of land conveyed to Williamson County, Texas in Document No. 2009083183 (O.P.R.W.C.T.), being an angle point in the southeast line of said 532.54 acre tract and for an angle point hereof;

THENCE, leaving the northwest right-of-way line of said Ronald Reagan Boulevard, in part with the common line of said 532.54 acre tract, said 14.521 acre tract and the remainder of a called 36.909 acre tract conveyed to Grace Eva Properties, LLC in Document No. 2021050701 (O.P.R.W.C.T.), the following seven (6) courses and distances:

1) **S61°06'16"W**, a distance of **7.41** feet to a 1/2-inch iron rod with "5784" cap found for an angle point hereof;
2) **S68°30'13"W**, a distance of **371.73** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
3) **S68°35'07"W**, a distance of **511.56** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;

4) **S68°34'03"W**, passing at a distance of 130.56 feet, a 1/2-inch iron rod with "Maples RPLS 5043" cap found, passing at a distance of 410.83 feet, a 1/2-inch iron rod with "Maples RPLS 5043" cap found, passing at a distance of 712.16 feet, a 1/2-inch iron rod with "5367" cap found for the common north corner of said 14.521 acre tract and said remainder of a called 36.909 acre tract, continuing in all a distance of **890.61** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
5) **S69°07'45"W**, a distance of **548.04** feet to a 1/2-inch iron rod with "5043" cap found for an angle point hereof;
6) **S47°49'17"W**, a distance of **10.47** feet to a 1/2-inch iron rod with "1847" cap found for an angle point hereof;
7) **S12°05'08"E**, a distance of **269.18** feet to a 1/2-inch iron rod with an illegible cap found for and angle point in the south line of said 532.54 acre tract, being an angle point in the west line of said remainder of a called 36.909 acre tract, being the northeast corner of said 99.60 acre tract, for an angle point hereof;

THENCE, in part with the common line of said 99.60 acre tract, said remainder of a called 36.909 acre tract, and a called 19.766 acre tract of land described as "Tract 2" conveyed to Cook Tierra LLC in Document No. 2025103471 (O.P.R.W.C.T.), the following five (5) courses and distances:

1) **S32°33'43"E**, a distance of **147.28** feet to a cotton spindle found for an angle point hereof;
2) **S00°54'14"W**, passing at a distance of 116.57 feet, a 1/2-inch iron rod found for an angle point in the west line of said remainder of a called 36.909 acre tract, for the northeast corner of said 19.766 acre tract, continuing in all a distance of **284.20** feet to a 1/2-inch iron rod found for an angle point hereof;
3) **S19°14'33"W**, a distance of **582.83** feet to a 60D nail found for an angle point hereof;
4) **S27°43'45"W**, a distance of **1,397.53** feet to a calculated point for an angle point of a 50' Gas pipeline easement dedicated in Document No. 2024033023 (O.P.R.W.C.T.) and falls on the east side of the gate of a wire fence for an angle point hereof;
5) **S43°53'34"W**, a distance of **313.90** feet to a 1/2-inch iron rod found for an angle point in north right-of-way line of said Ronald Reagan Boulevard, being an angle point in the west line of said 19.766 acre tract, being an angle point in the north line of a called 11.33 acre tract of land conveyed to Williamson County, Texas and described in "Exhibit 3" in Document No. 2010006962 (O.P.R.W.C.T.), also being an angle point in the south line of said 99.60 acre tract, for a non-tangent point of curvature and southeast corner hereof;

THENCE, in part with the common line of said 99.60 acre tract, said 11.33 acre tract, a called 10.8151 acre tract of land described in "Exhibit D" conveyed to Williamson County, Texas in Document No. 2010006962 (O.P.R.W.C.T.), and the north right-of-way line of said Ronald Reagan Boulevard, along the arc of a curve to the right, whose radius is **2,870.00** feet, passing at an arc length of 1.75 feet, a 1/2-inch iron rod with "McKim & Creed" cap found for the common north corner of said 11.33 acre tract and said 10.8151 acre tract, continuing along the arc of a curve to the right whose total arc length is **682.15** feet and whose chord bears **S73°47'55"W**, a distance of **680.55** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the common south corner of said 99.60 acre tract and a called 20.57 acre tract of land described as "Tract 1" conveyed to Cook Tierra LLC in Document No. 2025103471 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, leaving the north right-of-way line of said Ronald Reagan Boulevard, with the common line of said 99.60 acre tract and said 20.57 acre tract, the following four (4) courses and distances:

1) **N09°25'19"W**, a distance of **88.76** feet to a 3/4" bolt found for a non-tangent point of curvature hereof;

2) Along the arc of a curve to the left, whose radius is **470.00** feet, whose arc length is **98.40** feet and whose chord bears **N15°21'06"W**, a distance of **98.22** feet to a 3/4" bolt found for an angle point hereof;
3) **N21°23'04"W**, a distance of **257.24** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for an angle point hereof;
4) **N81°06'53"W**, a distance of **984.27** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the southeast corner of a called 12.7586 acre tract of land described in "Exhibit B" conveyed to the City of Georgetown, Texas in Document No. 2009060884 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 99.60 acre tract and said 12.7586 acre tract, **N24°33'34"W**, a distance of **869.44** feet to a 1/2-inch iron rod found in the south line of said 532.54 acre tract, for the common north corner of said 99.60 acre tract and said 12.7856 acre tract, for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract, said 12.7586 acre tract, the following three (3) courses and distances:

1) **S67°59'41"W**, a distance of **94.57** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
2) **S68°12'21"W**, a distance of **373.69** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
3) **S69°20'13"W**, a distance of **142.62** feet to a 1/2-inch iron rod found for the common north corner of said 12.7586 and a called 7.2414 acre tract described in "Exhibit A" conveyed to the City of Georgetown, Texas in Document No. 2009060884 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 7.2414 acre tract, **S69°26'25"W**, a distance of **392.49** feet to a 1/2-inch iron rod with an illegible cap found for the common north corner of said 7.2414 acre tract and Lot 103, Block A, Somerset Hills Phase B, Final Plat, a subdivision in Williamson County, Texas recorded in Document No. 2025044853 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Lot 103, the following three (3) courses and distances:

1) **S69°25'55"W**, a distance of **1,232.39** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **S69°26'39"W**, a distance of **1,038.69** feet to a 60D nail found for an angle point hereof;
3) **S68°07'57"W**, a distance of **486.46** feet to a 1/2-inch iron rod with an illegible cap found for the common north corner of said Lot 103, and a called 1.1616 acre tract of land conveyed to the City of Georgetown in Document No. 2003110378 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 1.1616 acre tract, the following two (2) courses and distances:

1) **S67°15'39"W**, a distance of **118.60** feet to a 60D nail found for an angle point hereof;
2) **S68°46'43"W**, a distance of **146.55** feet to a 1/2-inch iron rod with "Survcon Inc" cap found for the common north corner of said 1.1616 acre tract and Lot 69, Block A, Replat of Somerset Hills Phase A, a subdivision in Williamson County, Texas in Document No. 2025044670 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Block A, Replat of Somerset Hills Phase A, the following three (3) courses and distances:

1) **S68°00'23"W**, a distance of **347.61** feet to a 60D nail found for an angle point hereof;
2) **S68°15'20"W**, a distance of **1,104.06** feet to a 60D nail found in the top center of a 14" Cedar post found for the southwest corner hereof;
3) **N22°33'39"W**, a distance of **531.36** feet to a 40D nail found for the common east corner of Lot 35 of said Block A, Replat of Somerset Hills Phase A, and a called 1.409 acre tract of land conveyed to the City of Georgetown in Document No. 2004025917 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 1.409 acre tract, **N22°17'48"W**, a distance of **23.49** feet to a 1/2- inch iron rod found for the common east corner of said 1.409 acre tract and Lot 3, Block Two, Whisper Wood I, a subdivision in Williamson County, Texas recorded in Cabinet I, Slides 102-103, Plat Records of Williamson County, Texas (P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said Block Two, Whisper Wood I, the following seven (7) courses and distances:

1) **N22°34'19"W**, a distance of **320.73** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N22°13'25"W**, a distance of **403.32** feet to a 1/2-inch iron rod found for the common east corner of Lot 3 and Lot 6, said Block Two, Whisper Wood I, for an angle point hereof;
3) **N20°28'53"W**, a distance of **13.84** feet to a 40D nail found for an angle point hereof;
4) **N22°05'48"W**, a distance of **331.32** feet to a 1/2-inch iron rod found for an angle point hereof;
5) **N21°52'18"W**, a distance of **305.88** feet to a 1/2-inch iron rod found for an angle point hereof;
6) **N21°21'21"W**, a distance of **39.18** feet to a 1/2-inch iron rod found for the common east corner of Lot 6 and Lot 9, said Block Two, Whisper Wood I, for an angle point hereof;
7) **N21°29'48"W**, a distance of **569.71** feet to a 60D nail found in the east line of Lot 9, said Block Two, Whisper Wood I, being the southwest corner of a portion of a called 381.90 acre tract conveyed to RBR Family Partnership, LTD. In Document No. 2012106795 (O.P.R.W.C.T.) for the northwest corner of said 532.54 acre tract and for the northwest corner hereof;

THENCE, with the common line of said 532.54 acre tract and said portion of a called 381.90 acre tract, the following two (2) courses and distances:

1) **N68°57'44"E**, a distance of **615.56** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N68°57'27"E**, a distance of **614.72** feet to a 1/2-inch iron rod found for the common south corner of said portion of a called 381.90 acre tract and a called 14.97 acre tract of land conveyed to RBR Family Partnership, LTD. in Document No. 2012106795 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 14.97 acre tract, the following two (2) courses and distances:

1) **N69°06'12"E**, a distance of **354.73** feet to a 1/2-inch iron rod with "5781" cap found for an angle point hereof;
2) **N69°07'02"E**, a distance of **80.03** feet to a 5/8-inch iron rod found for the common south corner of said 14.97 acre tract and a called 15.00 acre tract of land described in "Exhibit A" conveyed to Richard J. Hinds and Betty A. Hinds in Document No. 2010055992 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 15.00 acre tract, **N69°10'32"E**, a distance of **435.80** feet to a 5/8-inch iron rod found for the common south corner of said 15.00 acre tract and a called 20.00 acre tract of land conveyed to Jose E. Sanchez and Patricia Tello in Document No. 2023076488 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 20.00 acre tract, the following three (3) courses and distances:

1) **N69°10'26"E**, a distance of **435.53** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N69°00'21"E**, a distance of **58.03** feet to a 1/2-inch iron rod found for an angle point hereof;
3) **N69°05'25"E**, a distance of **377.06** feet to a 5/8-inch iron rod found for the common south corner of said 20.00 acre tract and a called 15.00 acre tract of land described in "Exhibit A" conveyed to Marion Eugene Lamkin and Katherine L. Arnold in Document No. 2007026088 (O.P.R.W.C.T.) for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 15.00 acre Lamkin and Arnold tract, **N69°10'03"E**, a distance of **435.41** feet to a 1/2-inch iron rod found for the common south corner of said Lamkin and Arnold tract and a called 19.3052 acre tract of land conveyed to Alexander Rankin McMillon in Document No. 2013113652 (O.P.R.W.C.T.) for an angle point hereof

THENCE, in part with the common line of said 532.54 acre tract, said 96.40 acre Yearwood tract, said 19.3052 acre tract, and a called 122.13 acre tract of land conveyed to Jay L. Willman and Catherine M. Willman in Document No. 2023070705 (O.P.R.W.C.T.), the following nine (9) courses and distances:

1) **N69°08'40"E**, a distance of **187.55** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found for the northwest corner of said 96.40 acre tract, for an angle point in the north line of said 532.54 acre tract and for an angle point hereof;
2) **N69°05'44"E**, passing at a distance of 426.06 feet, a 1/2-inch iron rod with "1847" cap found for the common south corner of said 19.3052 acre tract and said 122.13 acre tract, for an angle point in the north line of said 96.40 acre tract, continuing in all a distance of **520.26** feet to a 1/2-inch iron rod found for an angle point in the common line of said 96.40 acre tract and said 122.13 acre tract for an angle point hereof;
3) **N69°00'05"E**, a distance of **615.04** feet to a 3/8-inch iron rod found for an angle point hereof;
4) **N69°05'59"E**, a distance of **1,058.95** feet to a 1/2-inch iron rod with an illegible cap found for an angle point hereof;
5) **N69°04'56"E**, a distance of **805.10** feet to a 1/2-inch iron rod with "Forest RPLS 1847" cap found in the south line of said 122.13 acre tract, for the northeast corner of said 96.40 acre tract, for an angle point in the north line of said 532.54 acre tract and for an angle point hereof;
6) **N69°09'02"E**, a distance of **216.75** feet to a 1/2-inch iron rod found for an angle point hereof;
7) **N68°37'16"E**, a distance of **216.25** feet to a 60D nail found for an angle point hereof;
8) **N68°51'08"E**, a distance of **55.44** feet to a 60D nail found for an angle point hereof;
9) **N69°35'50"E**, a distance of **600.51** feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, in part with the common line of said 532.54 acre tract, said 122.13 acre tract, a called 12.99 acre tract of land described as "Tract 1" conveyed to 95 Florence Properties, LLC in Document No. 2023064289 (O.P.R.W.C.T.), a called 10.00 acre tract of land described as "Tract 13" conveyed to Rodrigo's Custom Homes, LLC in Document No. 2024019270 (O.P.R.W.C.T.), and a called 10.00 acre tract of land described as "Tract 14" conveyed to Rodrigo's Custom Homes, LLC in Document

No. 2024019270 (O.P.R.W.C.T.), **N69°09'28"E**, passing at a distance of 51.46 feet, a 1/2-inch iron rod found for the common south corner of said 122.13 acre tract, and said 12.99 acre tract, passing at a distance of 417.64 feet a cotton spindle found for the common south corner of said 12.99 acre tract and said 10.00 acre "Tract 13", passing at a distance of 758.95 feet, a cotton spindle found for the common south corner of said 10.00 acre "Tract 13" and said 10.00 acre "Tract 14", continuing in all a distance of **1,171.15** feet to a 1/2-inch iron rod found for the common south corner of said 10.00 acre "Tract 14" and a called 17.24 acre tract of land conveyed to Patrick E. Hillary Jr. in Document No. 2020041857 (O.P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said 17.24 acre tract of land, the following two (2) courses and distances:

1) **N69°07'06"E**, a distance of **331.27** feet to a 1/2-inch iron rod found for an angle point hereof;
2) **N69°08'46"E**, a distance of **577.66** feet to a 1/2-inch iron rod found for the common south corner of said 17.24 acre tract and The Amended Liquor Place, a subdivision in Williamson County, Texas recorded in Cabinet M, Slide 168 (P.R.W.C.T.), for an angle point hereof;

THENCE, with the common line of said 532.54 acre tract and said The Amended Liquor Place, **N69°04'07"E**, a distance of **395.35** feet to a 1/2-inch iron rod with an illegible cap found in the southwest right-of-way line of said Rattlesnake Road, for the northernmost corner of said 532.54 acre tract and for the northernmost corner hereof;

THENCE, with the southwest right-of-way line of said Rattlesnake Road and the northeast line of said 532.54 acre tract, the following four (4) courses and distances:

1) **S67°54'10"E**, a distance of **230.36** feet to a TXDOT concrete monument found, for a non-tangent point of curvature hereof;
2) Along the arc of a curve to the left, whose radius is **5,779.58** feet, whose arc length is 285.79 feet and whose chord bears **S69°15'01"E**, a distance of **285.76** feet to a TXDOT concrete monument found for an angle point hereof;
3) **S70°40'58"E**, a distance of **1,094.05** feet to a TXDOT concrete monument found for an angle point hereof;
4) **S70°42'26"E**, a distance of **1,042.27** feet to the **POINT OF BEGINNING** and containing 728.3636 Acres (31,727,520 Square Feet) of land, more or less.

NOTE:

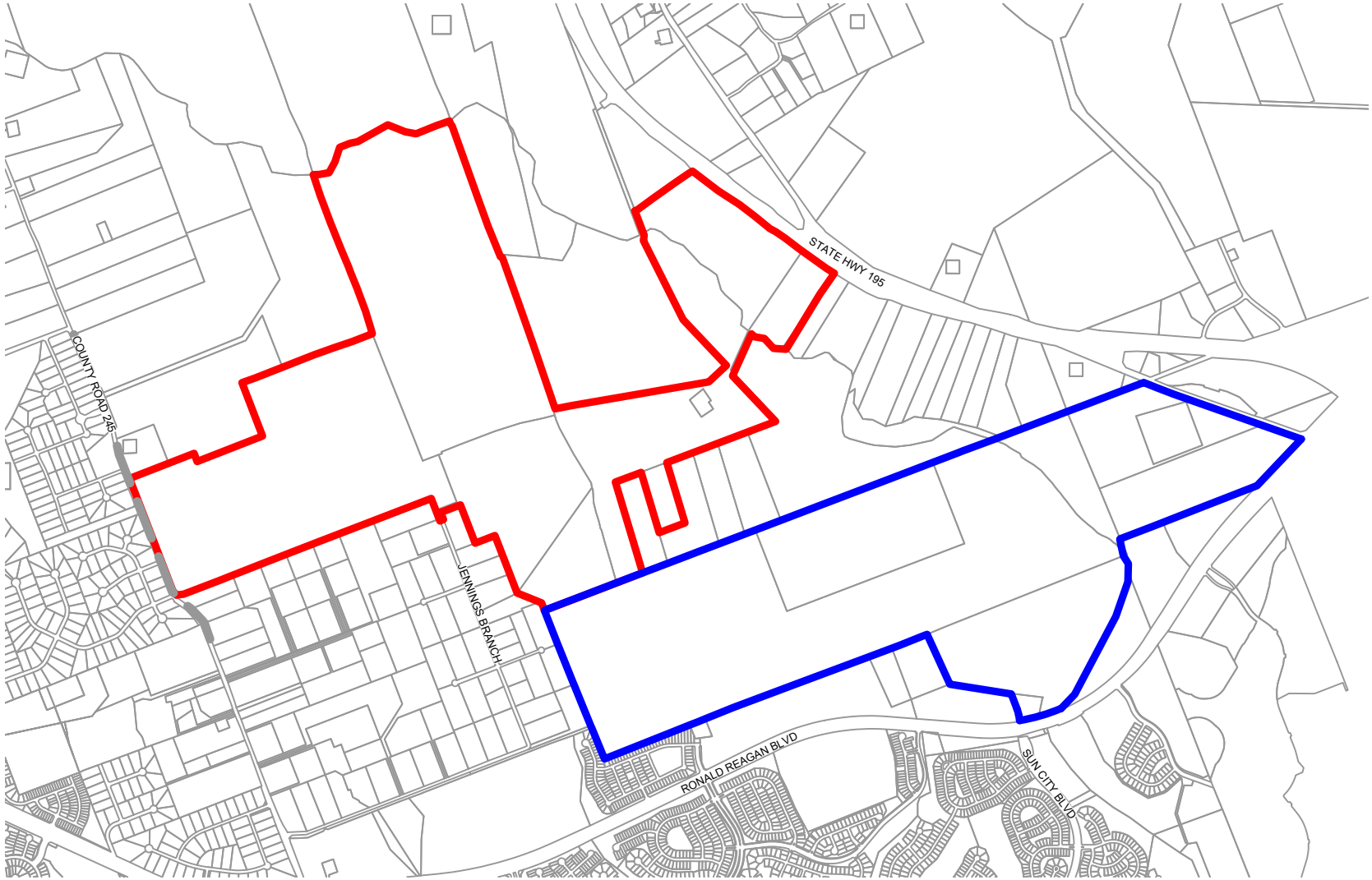
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203). See attached sketch (reference drawing: 00088.dwg).

3/31/2026

Fernando Perez, RPLS #7041
Capital Surveying Company

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-2
LOCATION MAP



LEGEND

ROCKBLUFF BOUNDARY- 854.77 ACRES

YEARWOOD BOUNDARY- 728.36 ACRES

SCALE: 1" = 2500'
GRAPHIC SCALE IN FEET
0 1250 2500 5000

PROJECT:	1622-12068	DRAWN BY:	MAL
DATE:	6/23/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\2026-0622 - EXHIBIT A-2 LOCATION MAP.DWG DATE: 6/23/2026 10:16:58 AM BY: MLELAND

EXHIBIT B
Additional Land Development Standards

A. Land Use Areas and Required Unit Mix. The type of development within the Land must be in compliance with the Conceptual Land Use Plan shown in color and development type description in the legend on the Land Plan attached as ***Exhibit P*** to the Consent Agreement.

In addition, to achieve housing type diversification, the following mix of housing types and Lot sizes is required:

UNIT MIX	
Housing Type/Lot Size	**Required Percentage (out of maximum of 1,894 Dwelling Units)**
Duplex/Townhome	0-15%
45' Wide Single Family Lots	15% - 40%
50' to 55' Wide Single Family Lots	35% to 45%
60'+ Wide Single Family Lots	15% to 35%

B. Residential Setbacks and Development Standards.

Development Standards	**RS** (Single Family, Detached)	**RM** (Single Family, Attached)	**RM** (Townhome)	
Access	Front	Front	Front	Alley
Lot Size, Minimum Square Feet	5,100	3,000	2,240	1,300
Lot Width, Minimum	45'	30'	22'	18'
Corner/End lot width, minimum	55'	40'	32'	28'
Front/primary street setback, minimum	20'	20'	15'	10'
Corner side/secondary street setback, minimum	15'	15'	15'	10'
Street-facing garage setback, minimum	20'	20'	20'	N/A
Side setback, minimum	5'	5'	N/A	N/A
Shared/Passive wall side setback, minimum	N/A	N/A	0	0
Non-shared/Active wall side setback,	N/A	N/A	5'	5'

minimum				
Rear setback, minimum	10'	10'	10'	10'
Building height, maximum	35'	35'	35'	35'
Front Porch Setback	15'	15'	N/A	N/A

C. Architectural Standards for Residential.

(1) Exterior Material Treatment.

a) 85% of the exterior surface area of all front elevations, all street-facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco and board and batten siding (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim and trimworks); and

b) 85% of the side and rear elevations not facing a public right-of-way shall consist brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement-based siding on the second floor; and

c) 85% of street-facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of brick, stone, or stucco on the street-facing side (exclusive of windows, doors, or other openings).

For clarity, Hardie® products do not qualify as materials than can be used to meet the foregoing requirements. Except for second floor applications as defined in B.1.

(2) Front Elevation Features. The front elevation of all single family structures shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two (2) of the following elements, to be identified on the architectural plans submitted for building permit:

a) A minimum of two (2) wall planes on the front elevation, offset a minimum of 18 inches.

b) Covered front porch or patio with a minimum size of 60 square feet.

c) A side-entry or swing-in garage entry (for garage doors that do not face the front street).

d) A garage door recessed from the primary front façade a minimum of four (4) feet (for garage doors that face the front street).

e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).

f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.

g) A combination of at least two (2) roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction.

h) Two (2) or more masonry finishes to compliment the architectural style of the home.

i) The addition of one (1) or more dormers on the front elevation to complement the architectural style of the home.

D. Architectural Standards for Non- Residential. 100% of the exterior surface area shall consist of brick, stone, or stucco and board and batten siding (exclusive of windows, doors, or other openings).

E. Special Provisions for Lots Bordering Concrete Batch Plant Site. Lots that share a property line with the Concrete Batch Plant Site (32501 Ronald W. Reagan Blvd., Georgetown, Texas) must have a minimum backyard depth of 80 feet, measured from the foundation of the house to the farthest point along the back fence. Trees that provide a natural buffer to the concrete batch plant site will remain uncleared by the developer and homebuilder. All other clearing of vegetation will be allowed.

F. Other Variances.

a) Cul-de-Sac Increased Length – Due to quarry and floodplain constraints, two (2) Cul-de-Sacs, as shown on the Conceptual Transportation Plan attached as ***Exhibit H*** to the Consent Agreement, may exceed length and lot frontage requirements in the UDC.

b) Mid-block crossing in Phase 1 is not required, as shown on the Conceptual Transportation Plan attached as ***Exhibit H*** to the Consent Agreement.

EXHIBIT C

METES AND BOUNDS DESCRIPTION

FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.353 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail found monumenting the northeast corner of Lot 35, Block A, Somerset Hills Phase A Replat, recorded in Document No. 2025044670 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 1.409 acre tract of land conveyed to the City of Georgetown, recorded in Document No. 2004025917 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of said 532.34 acre PIA Capital, LLC – Series Tract II tract, for the **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MCKIM & CREED” monumenting the northwest corner of Lot 33, Block A of said Somerset Hills Phase A, Replat and the northeast corner of Lot 2, Block A, Somerset Hills Parcel 5 Final Plat, recorded in Document No. 2022119426 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 1.409 acre City of Georgetown tract, bears S 68°24’56” W for a distance of 309.60 feet;

THENCE, **N 22°18’43” W** with the east boundary line of said 1.409 acre City of Georgetown tract and said west boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract for a distance of **23.42 feet** to a 1/2" iron rod found monumenting the southeast corner of Lot 3, Block Two, Whisper Wood I, a subdivision recorded in Cabinet I, Slides 102-103 of the Plat Records of Williamson County, Texas, for the northwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said Lot 3, Block Two, Whisper Wood I same being on said west boundary line of the 532.24 acre PIA Capital, LLC - Series Tract II tract, bears N 22°34’30” W, passing at a distance of 0.83 feet the calculated northwest corner of said 1.409 acre City of Georgetown tract, in all a total distance of 320.76 feet;

THENCE, through the interior of said 532.34 acre PIA Capital, LLC - Series Tract II tract, the following nine (9) courses and distances:

1. **N 67°41’17” E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the most northerly northeast corner hereof;

2. **S 22°18’43” E** for a distance of **23.42 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

3. **S 22°21’16’ E** for a distance of **512.62 feet** to a cotton gin spindle set for an interior ell corner hereof;

4. **N 68°09’17” E** for a distance of **1433.71 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

5. **N 68°05’35” E** for a distance of **265.11 feet** to PK nail set;

6. **N 68°09’31’ E** for a distance of **485.58 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING";

7. **N 69°25’58” E** for a distance of **2272.45 feet** to a cotton gin spindle set;

8. **N 69°26’09” E** for a distance of **111.90 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the most easterly northeast corner hereof;

9. **S 20°33’51” E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the north boundary line of the called 7.2414 acre tract of land (Exhibit A) conveyed to the City of Georgetown, Texas, recorded in Document No. 2009060884 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of said 532.34 acre PIA Capital, LLC – Series Tract II tract, for the southeast corner hereof, from which a 1/2” iron rod found monumenting the northeast corner of said 7.2414 acre City of Georgetown, Texas tract and the northwest corner of the called 12.7586 acre tract of land (Exhibit B) conveyed to the City of Georgetown, Texas, recorded in said Document No. 2009060884, same being on said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract, bears N 69°26’09” E for a distance of 280.57 feet;

THENCE, **S 69°26’09” W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract, same being with said north boundary line of the 7.2414 acre City of Georgetown, Texas tract, for a distance of **111.90 feet** to an iron rod found with illegible cap, monumenting the northwest corner of said 7.2414 acre City of Georgetown, Texas tract and the northeast corner of Lot 103, Block A, Somerset Hills Phase B, a subdivision recorded in Document No. 2025044853 of the Official Public Records of Williamson County, Texas;

THENCE, **S 69°25’58” W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Lot 103, Block A, Somerset Hills Phase B, passing at a distance of 1232.34 feet a 1/2" iron rod found, in all a total distance of **2272.23 feet** to a 60d nail set in a 6” cedar post, from which a 60D nail found bears N 58°09’27” E for a distance of 1.17 feet;

THENCE, **S 68°09’31” W** continuing with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Lot 103, Block A, Somerset Hills Phase B, for a distance of **485.34 feet** to an iron rod found with illegible cap monumenting the northwest corner of said Lot 103, Block A, Somerset Hills Phase B and the northeast corner of the called 1.616 acre tract of land conveyed to the City of Georgetown, recorded in Document No. 2003110378 of the Official Public Records of Williamson County, Texas, from which an 1/2" iron rod found monumenting an angle point on the west boundary line of Lot 76, Block A of said Somerset Hills Phase B and the east boundary line of said 1.616 acre City of Georgetown tract, bears S 22°05’09” E for a distance of 72.72 feet;

THENCE, **S 68°05'35" W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said 1.616 acre City of Georgetown tract, for a distance of **265.13 feet** to an iron rod found with cap marked "SURVCON-INC" monumenting the northwest corner of said 1.616 acre City of Georgetown tract and the northeast corner of Lot 69, Block A of said Somerset Hills Phase A, Replat, from which a 1/2" iron rod found monumenting an angle point on the west boundary line of said 1.616 acre City of Georgetown tract and the east boundary line of said Lot 69, Block A, Somerset Hills Phase A, Replat, bears S 22°11'33" E for a distance of 72.86 feet;

THENCE, **S 68°09'17" W** with said south boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II tract and the north boundary line of said Somerset Hills Phase A, Replat, passing at a distance of 347.56 feet a 60D nail found 0.98' south of this line, passing at an additional 954.36 feet an iron rod found with cap marked "G&R SURVEYING", 0.88' north of this line, continuing for an additional distance of 151.61 feet for a total distance of **1453.53 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 532.34 acre PIA Capital, LLC – Series Tract II and an angle point on the northerly boundary line of Lot 46, Block A of said Somerset Hills Phase A, Replat, for the southwest corner hereof, from which a 60D nail found in a 10" cedar post, bears N 41°33'04" E for a distance of 2.16 feet;

THENCE, **N 22°21'16" W** with said west boundary line of the 532.34 acre PIA Capital, LLC – Series Tract II and an easterly boundary line of said Somerset Hills Phase A, Replat, for a distance of **532.46 feet** to the **POINT OF BEGINNING** and containing 2.353 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

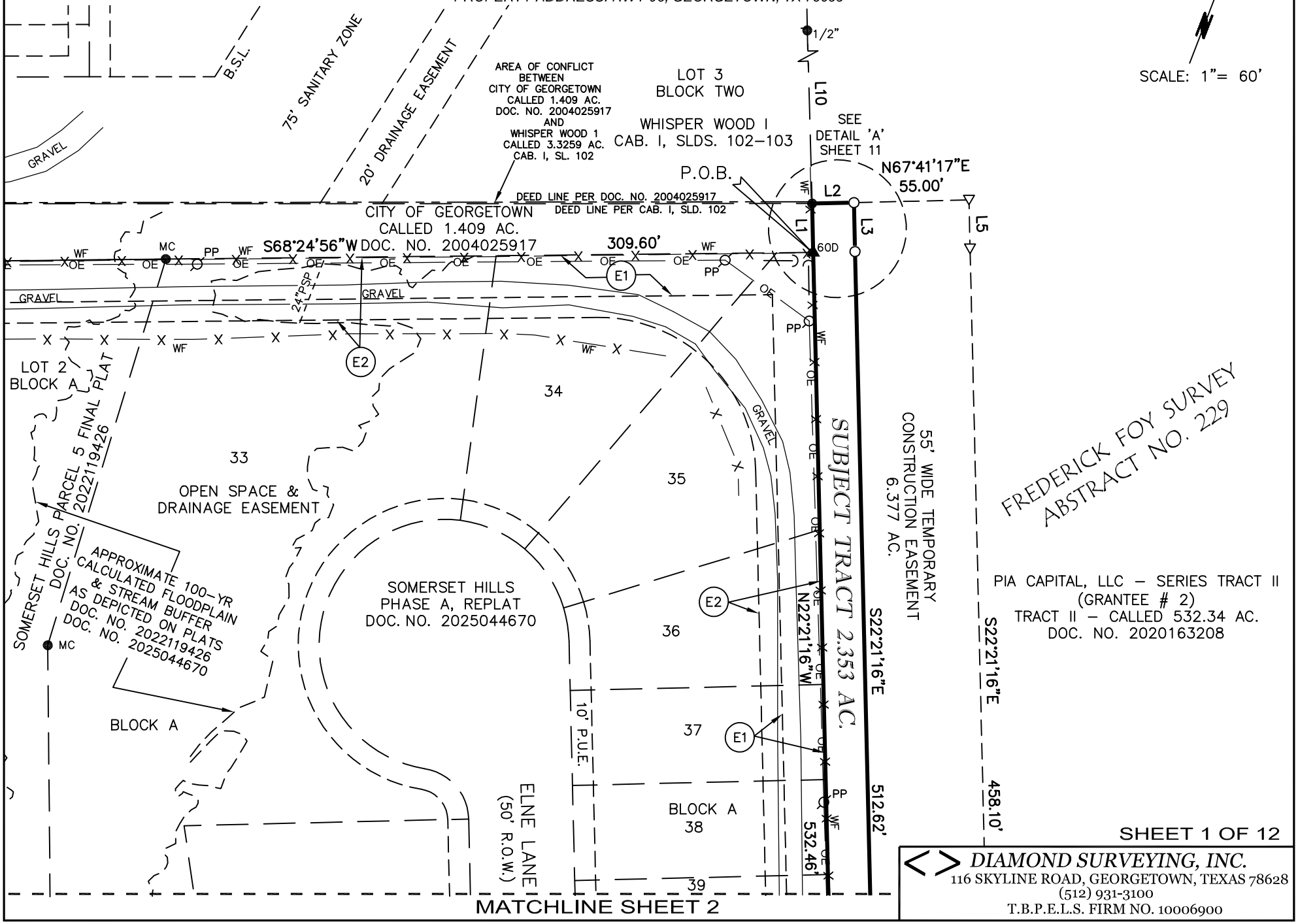
May 27, 2026

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58__EASEMENTS STANDARD LAND SURVEYS\PIA CAPITAL SERIES TRACT II REVISED PERMANENT ESMT M&B 20260527.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 1 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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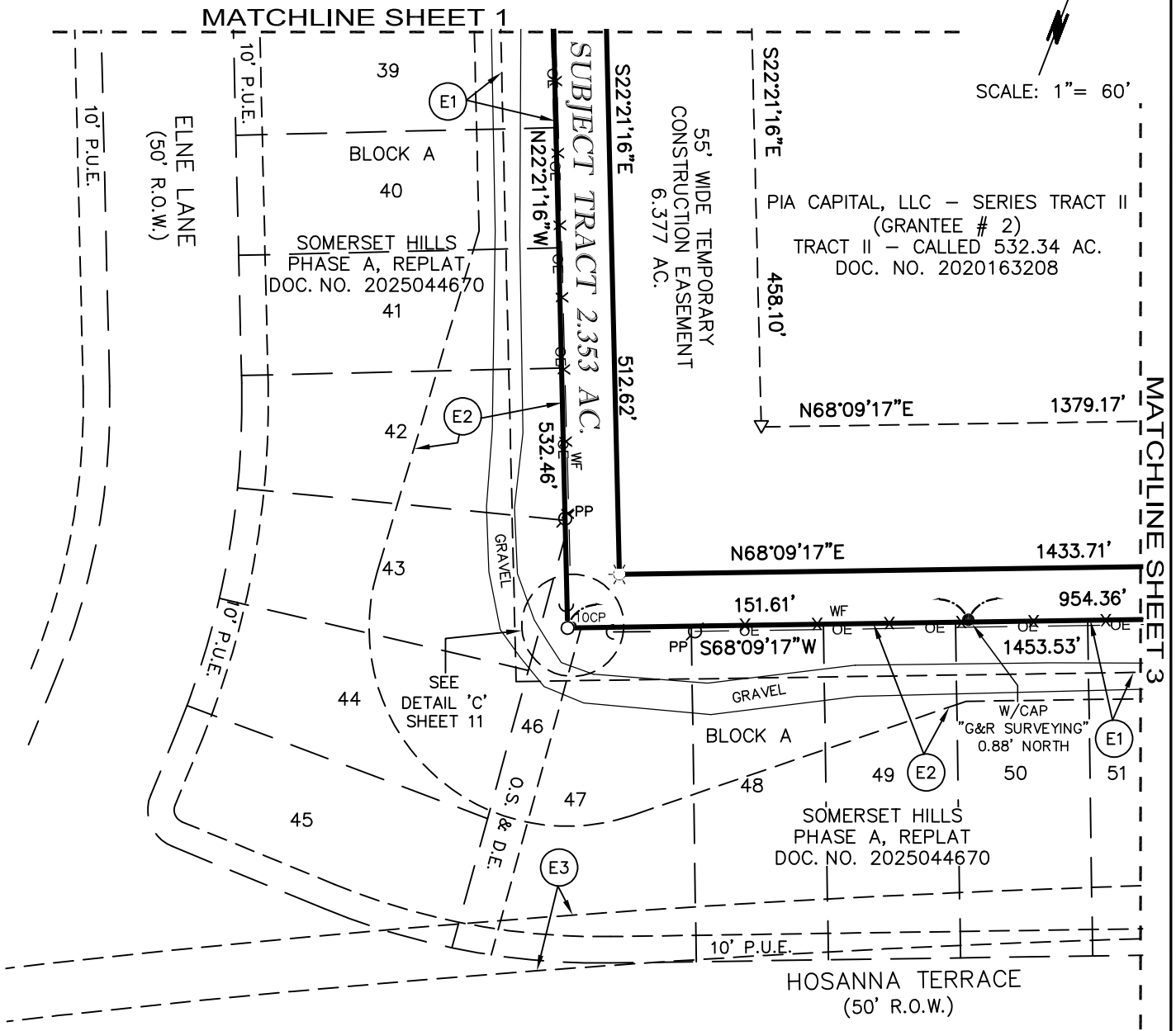

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(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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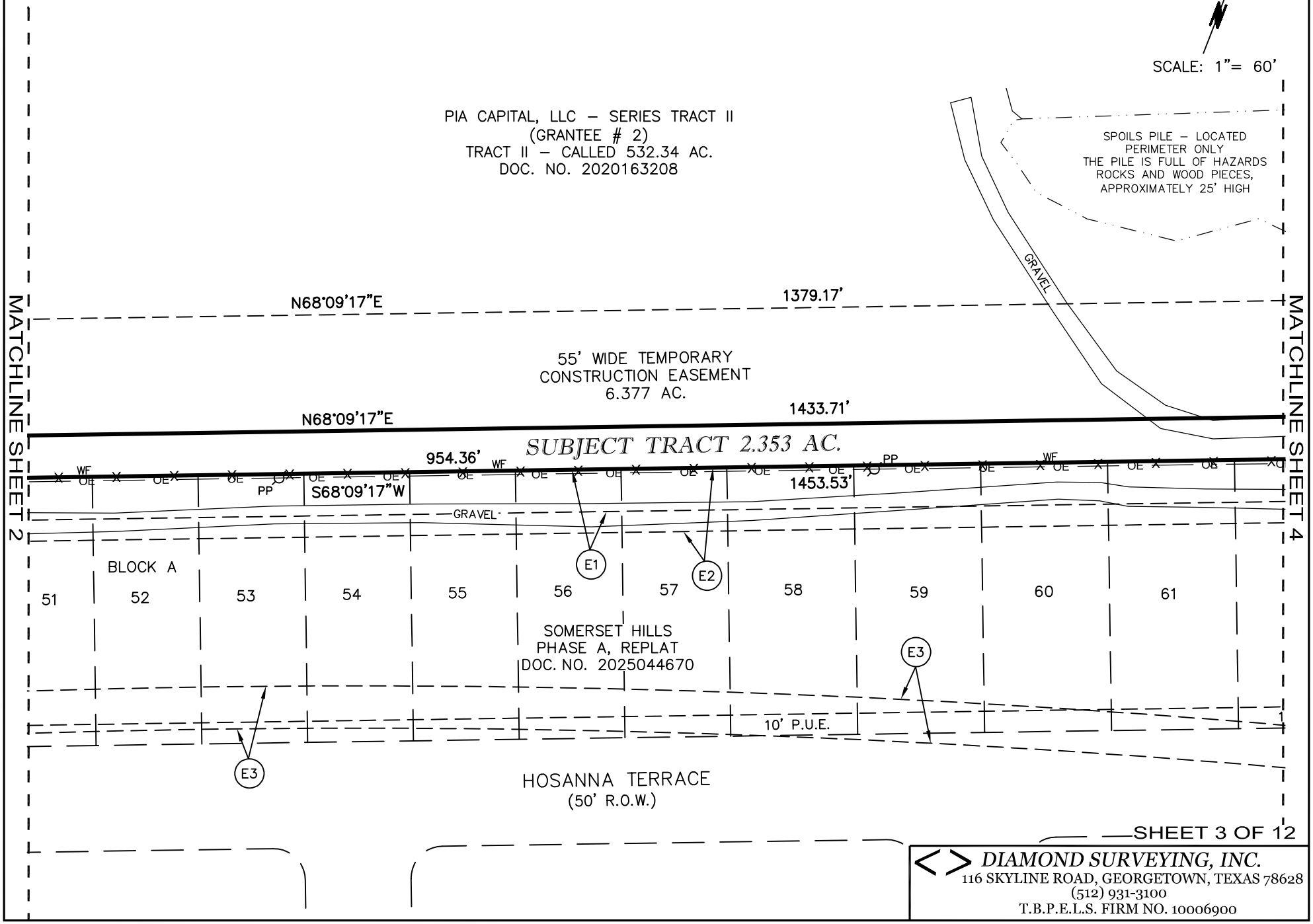

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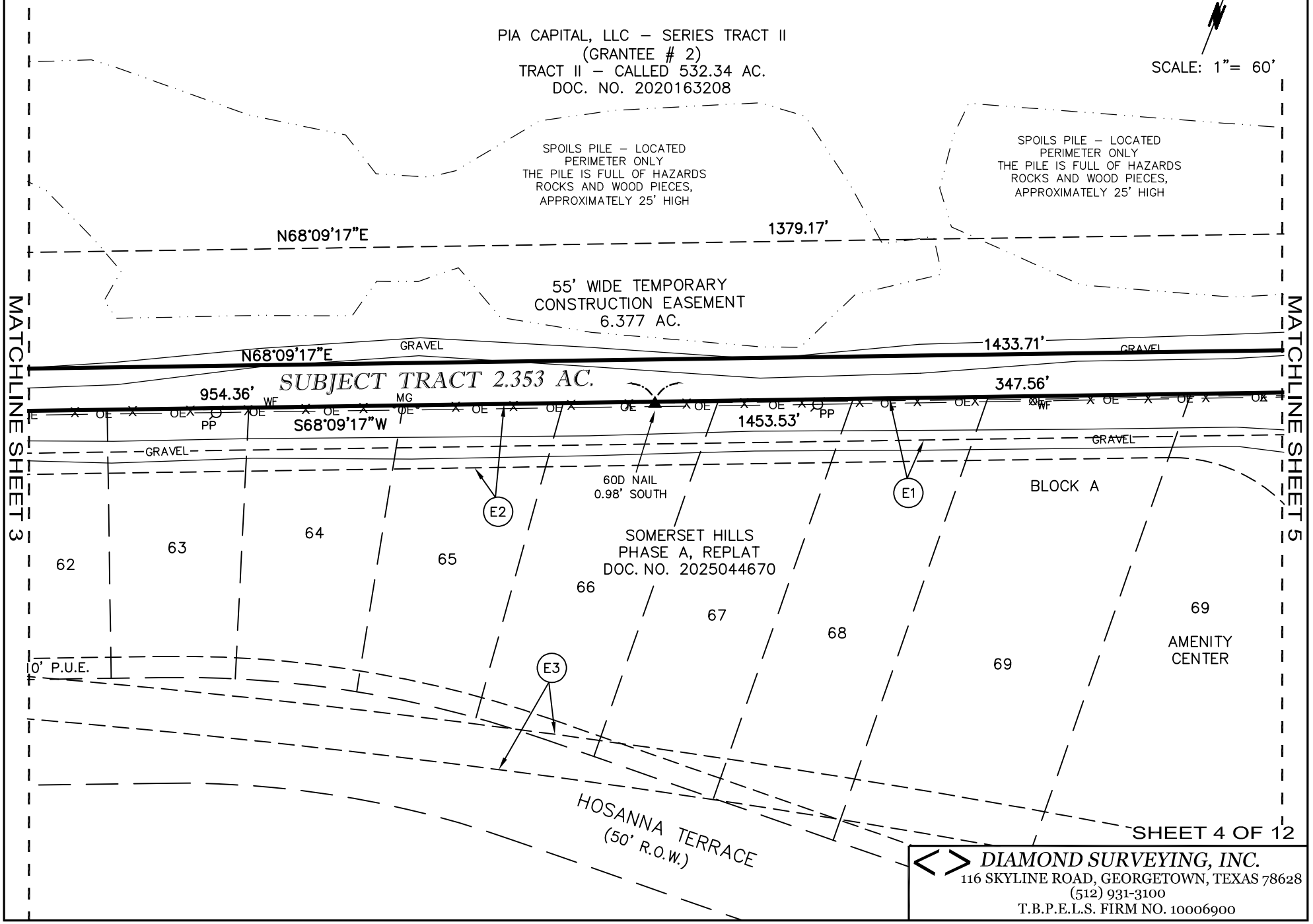

SHEET 4 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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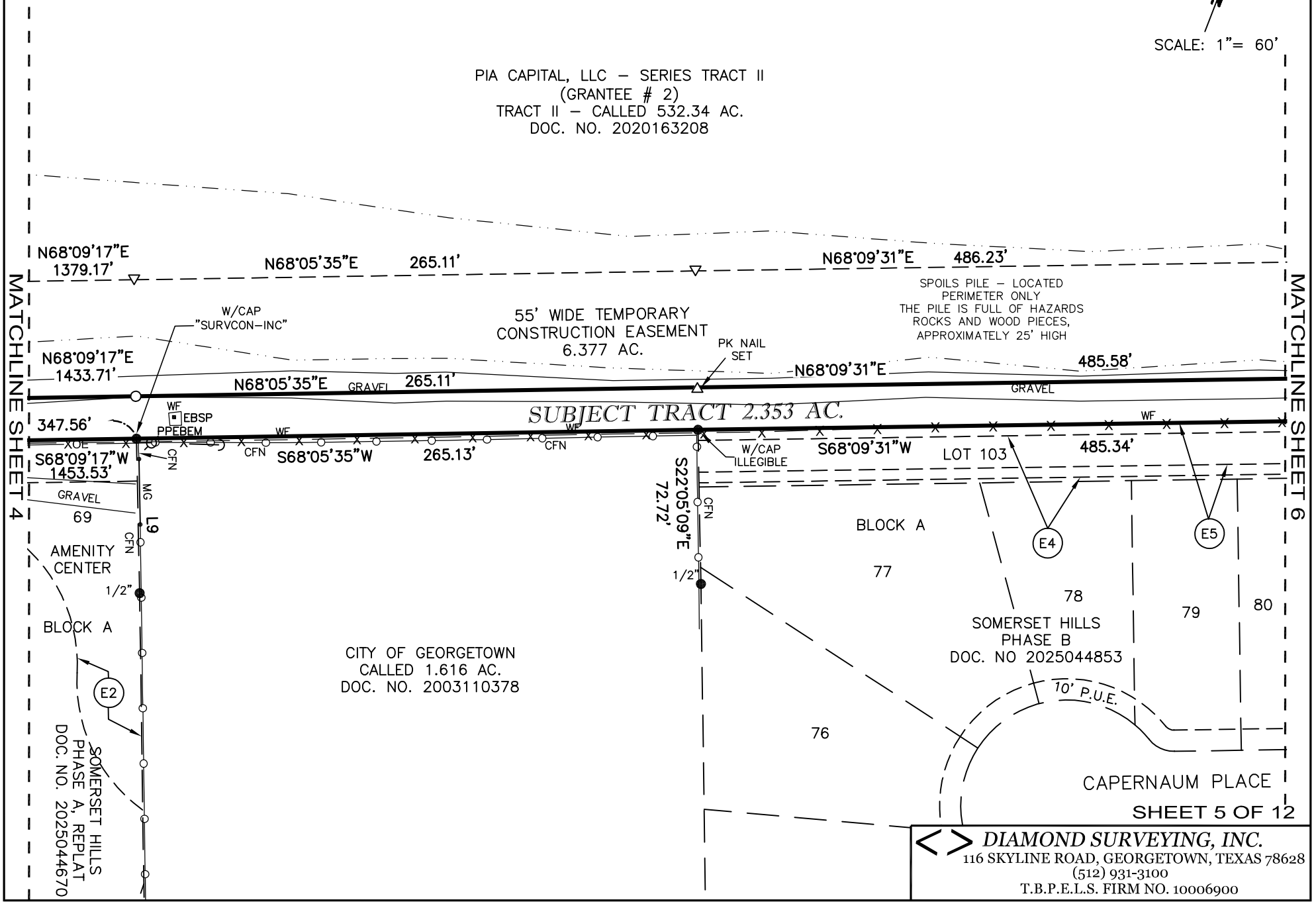

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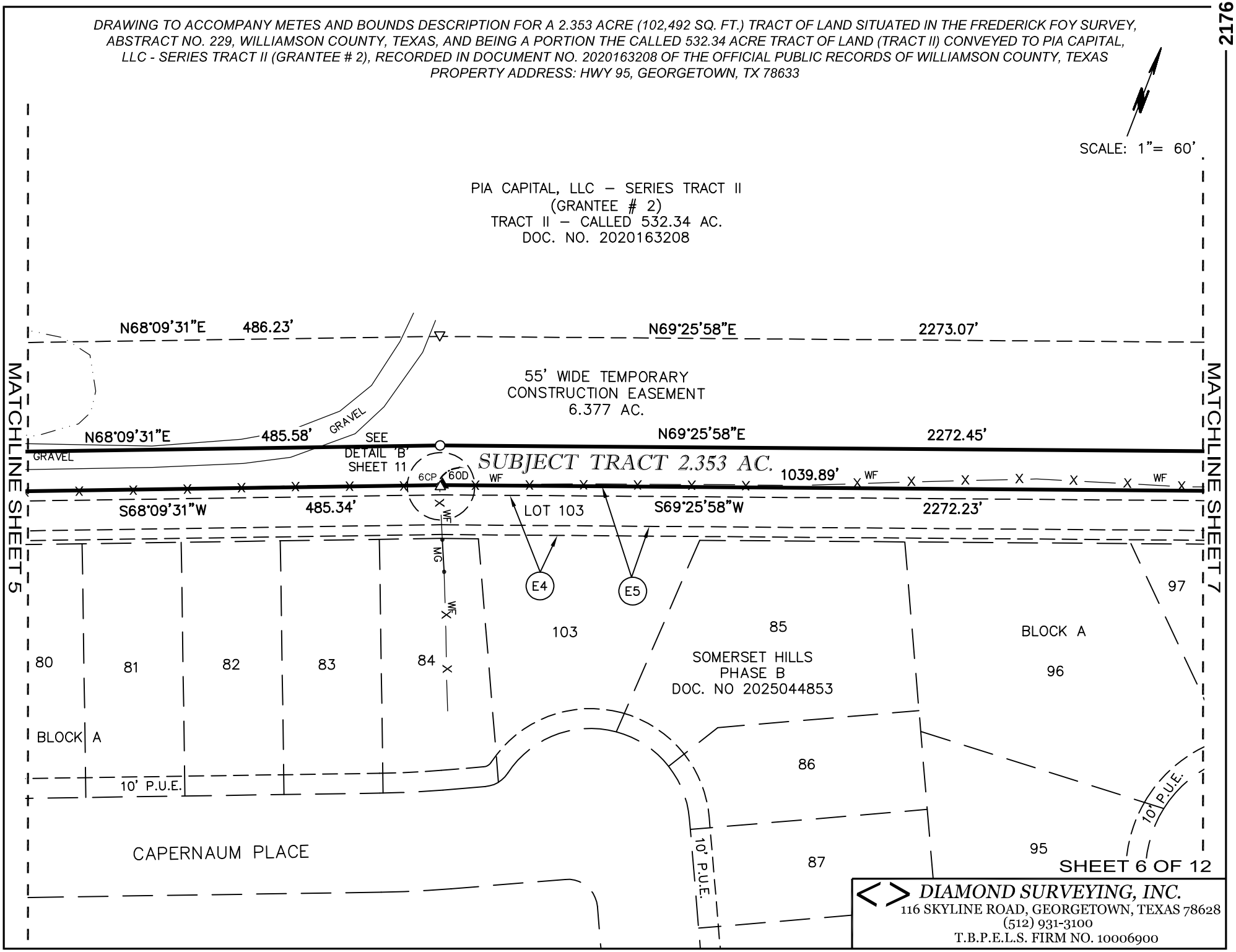

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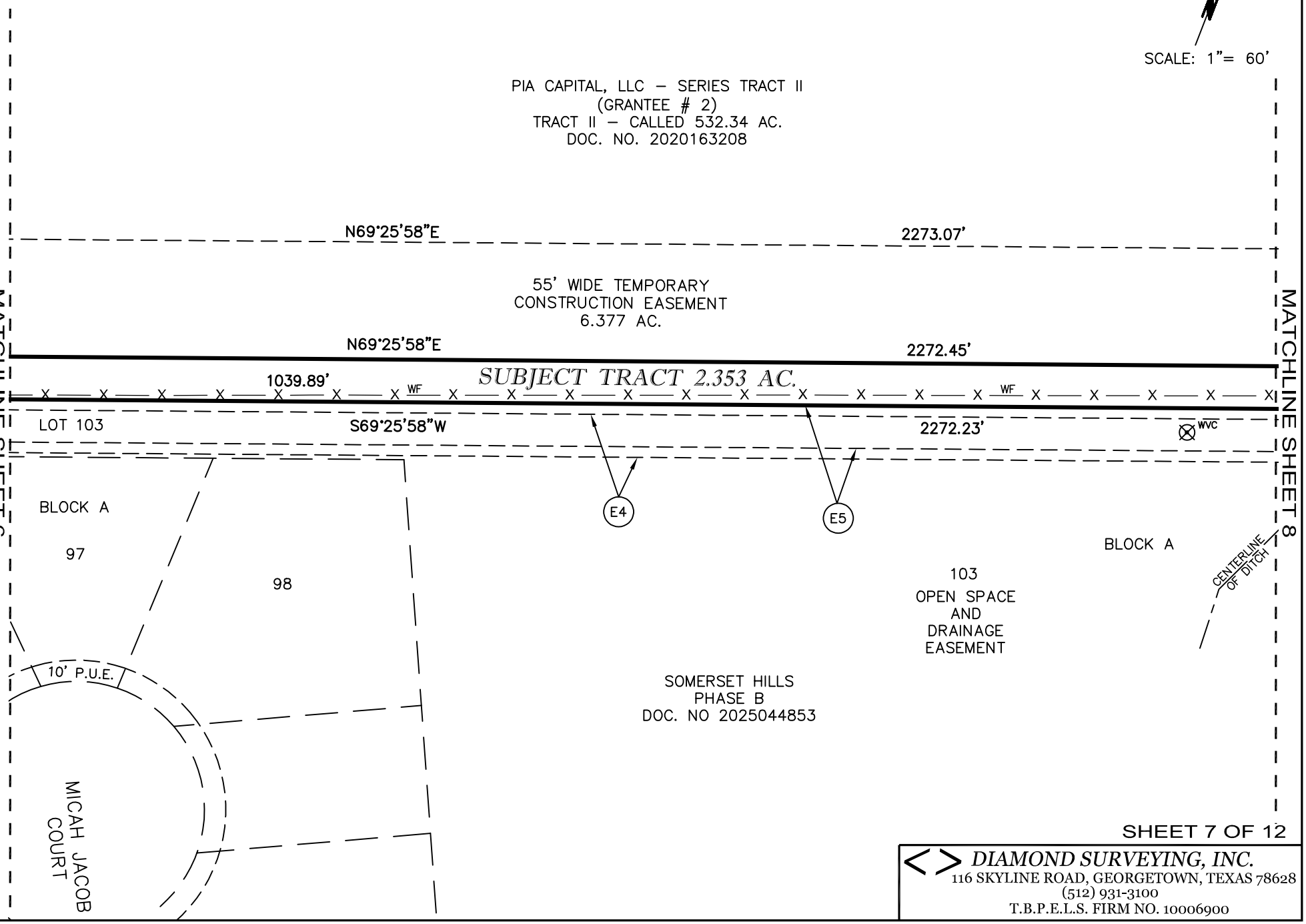

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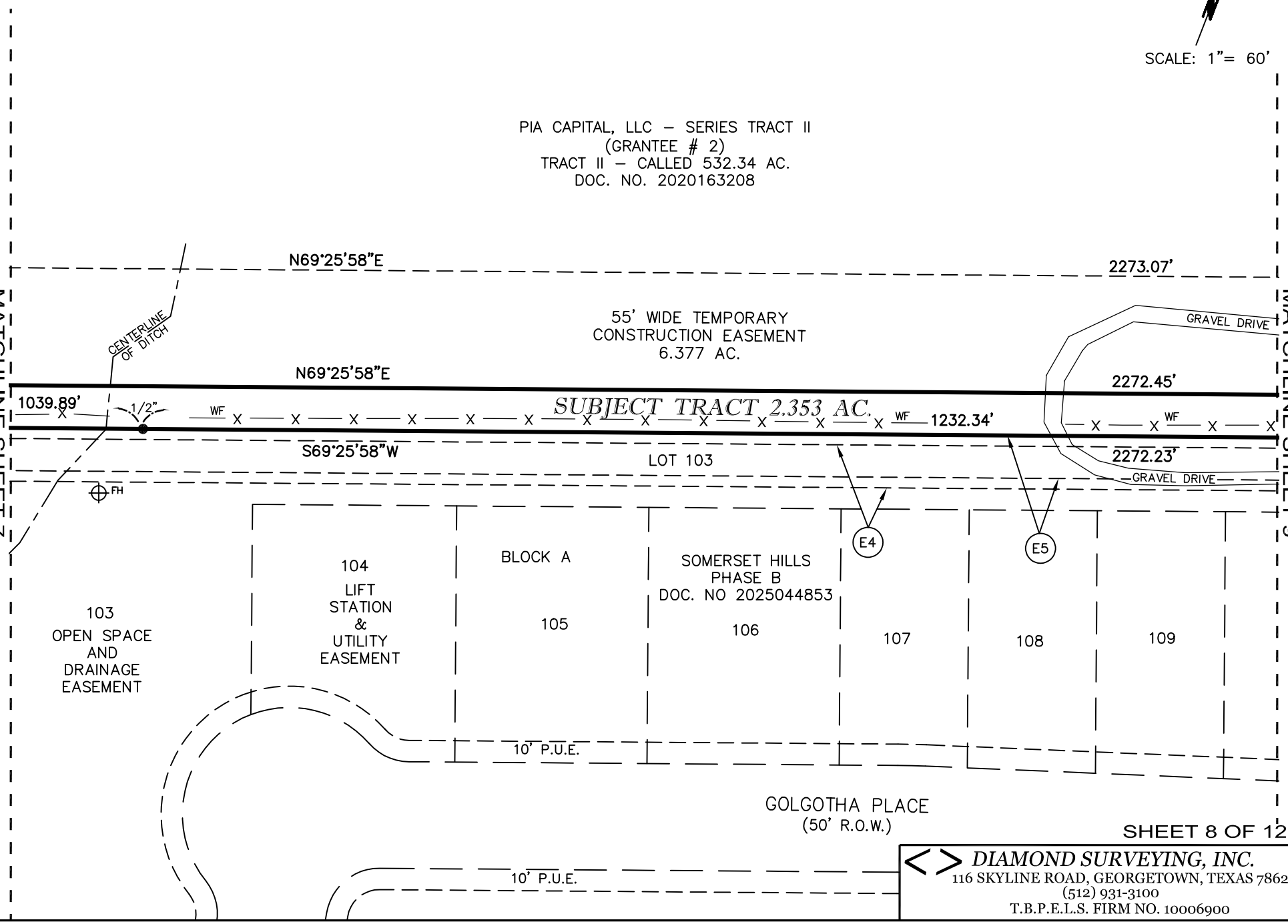

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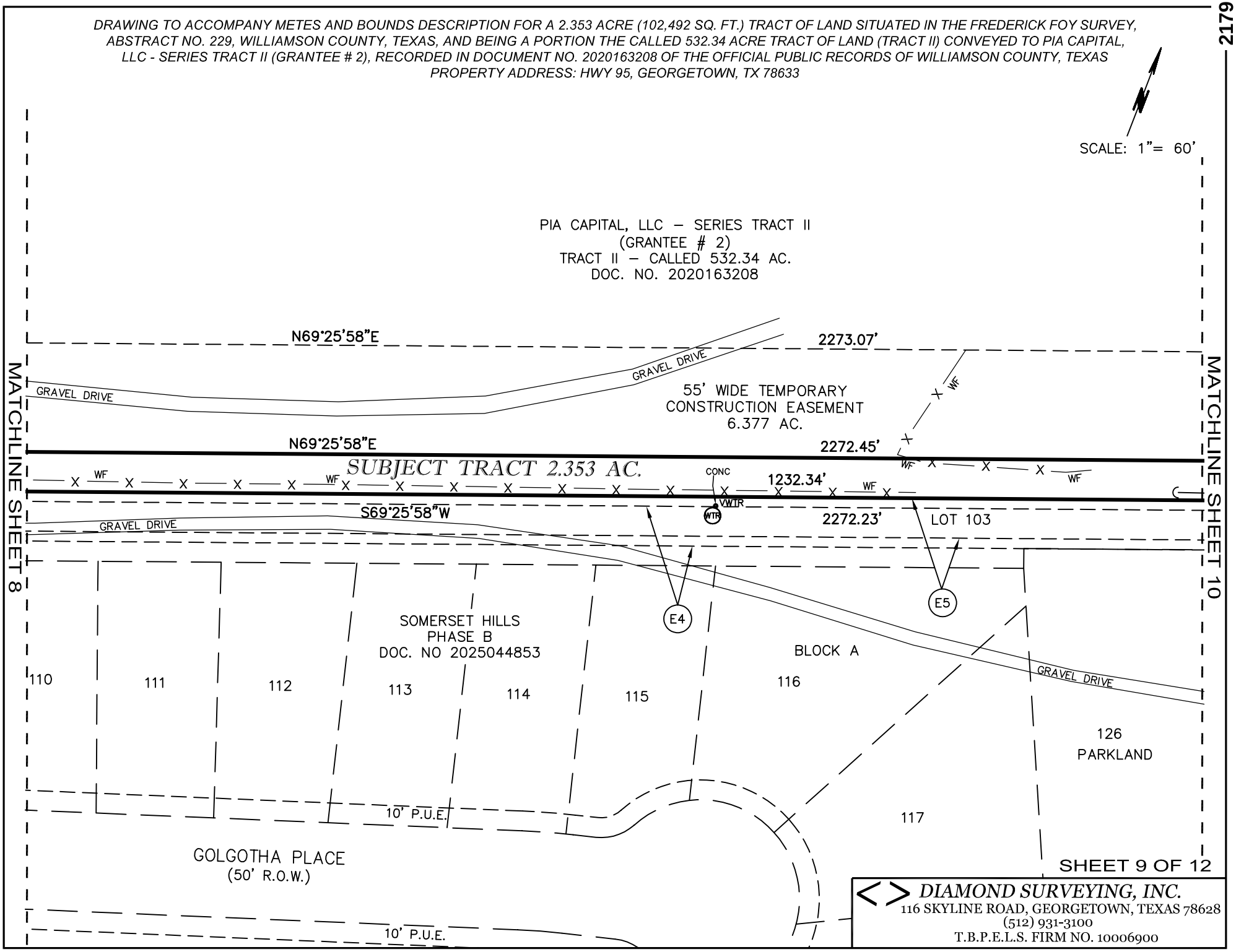

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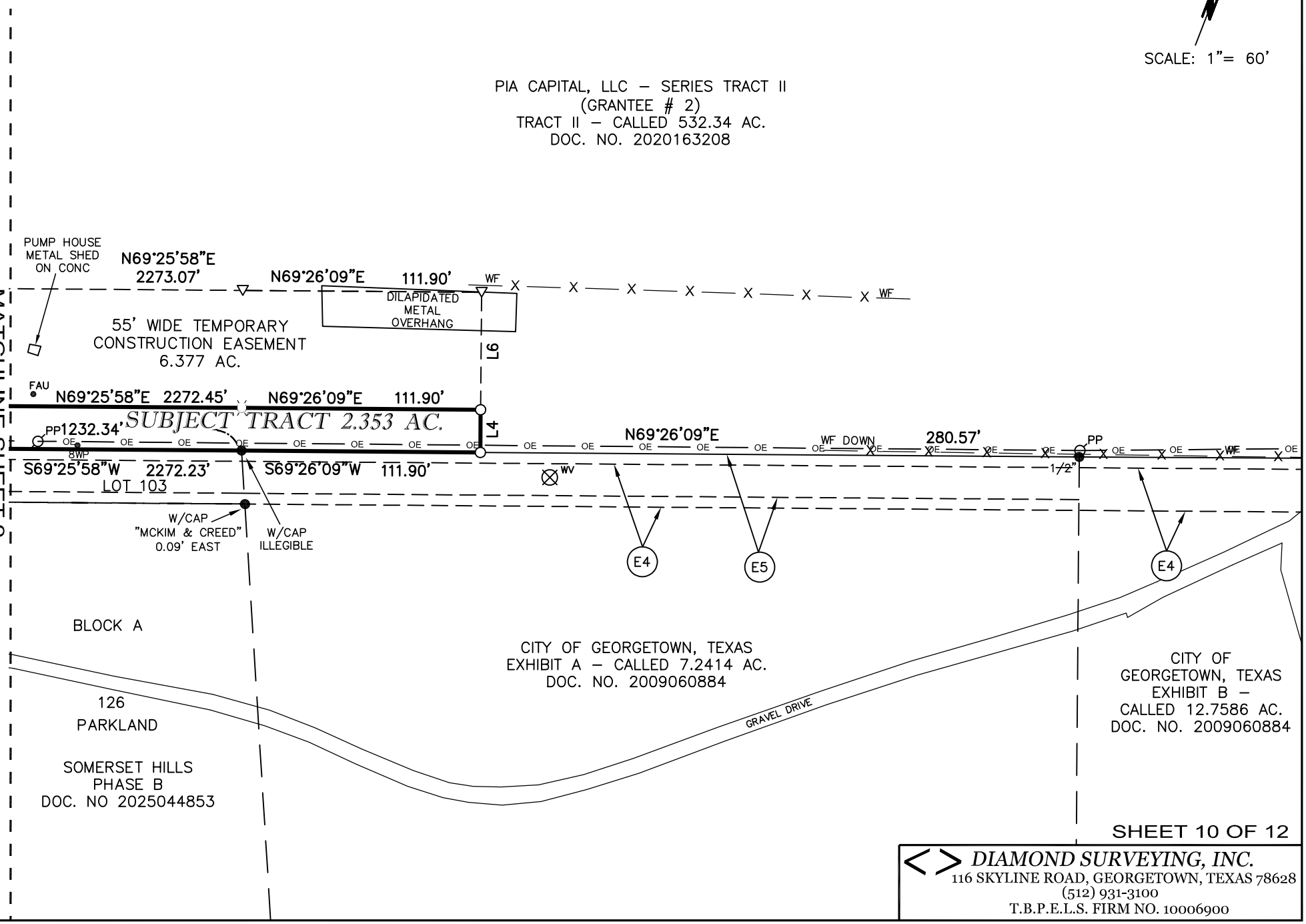

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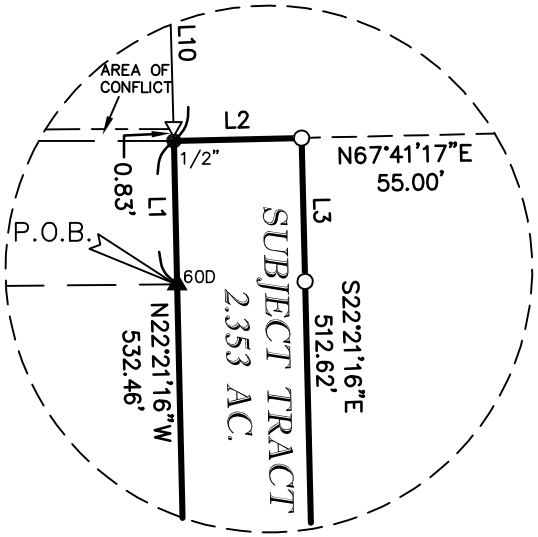
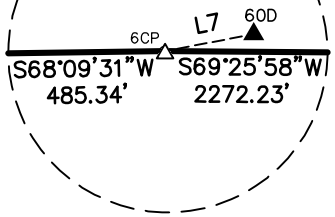
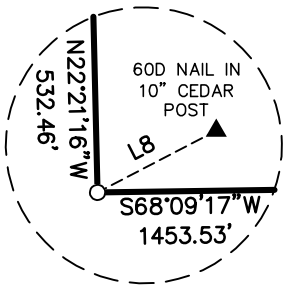


DETAIL 'A'
(1" = 30')



DETAIL 'B'
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
●MC	IRON ROD FOUND WITH CAP MARKED "MCKIM & CREED"
▲60D	60D NAIL FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
△	60D NAIL SET (UNLESS NOTED)
☼	COTTON GIN SPINDLE SET
▽	CALCULATED POINT
PP	POWER POLE
PPEBEM	POWER POLE WITH ELECTRIC BOX AND ELECTRIC METER
	GUY ANCHOR
EBSP	ELECTRIC BOX WITH SOLAR PANEL
FH	FIRE HYDRANT
WTR	WATER MANHOLE
WVC	WATER VALVE IN CONCRETE
VWTR	WATER VENT PIPE
FAU	SPRINKLER HEAD
6CP	6" CEDAR POST
10CP	10" CEDAR POST
8WP	8" WOOD POST
—— X —— X ——	WIRE FENCE (WF)
—o—o—	CHAIN LINK FENCE (CFN)
—— OE —— OE ——	OVERHEAD ELECTRIC LINE
CONC	CONCRETE
PSP	PLASTIC STORM PIPE
MG	METAL GATE
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING

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LINE	BEARING	DISTANCE
L1	N22°18'43"W	23.42'
L2	N67°41'17"E	20.00'
L3	S22°18'43"E	23.42'
L4	S20°33'51"E	20.00'
L5	S22°18'43"E	23.39'
L6	S20°33'52"E	55.00'
L7	N58°09'27"E	1.17'
L8	N41°33'04"E	2.16'
L9	S22°11'33"E	72.86'
L10	N22°34'30"W	320.76'

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NOS. 48491C0275E AND 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

EASEMENT LEGEND

E1	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 3.3259 AC. DOC. NO. 2008048277
E2	CITY OF GEORGETOWN, TEXAS TEMPORARY ACCESS EASEMENT EXHIBIT A – CALLED 2.776 AC. DOC. NO. 2003087320
E3	CITY OF GEORGETOWN, TEXAS TEMPORARY DRAINAGE EASEMENT EXHIBIT B – CALLED 0.9267 AC. DOC. NO. 2003087320
E4	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860
E5	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 1.4461 AC. DOC. NO. 2008048277

To: PIA CAPITAL, LLC - Series Tract II and City of Georgetown, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 19, 2026. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

MAY 27, 2026
SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

SHEET 12 OF 12

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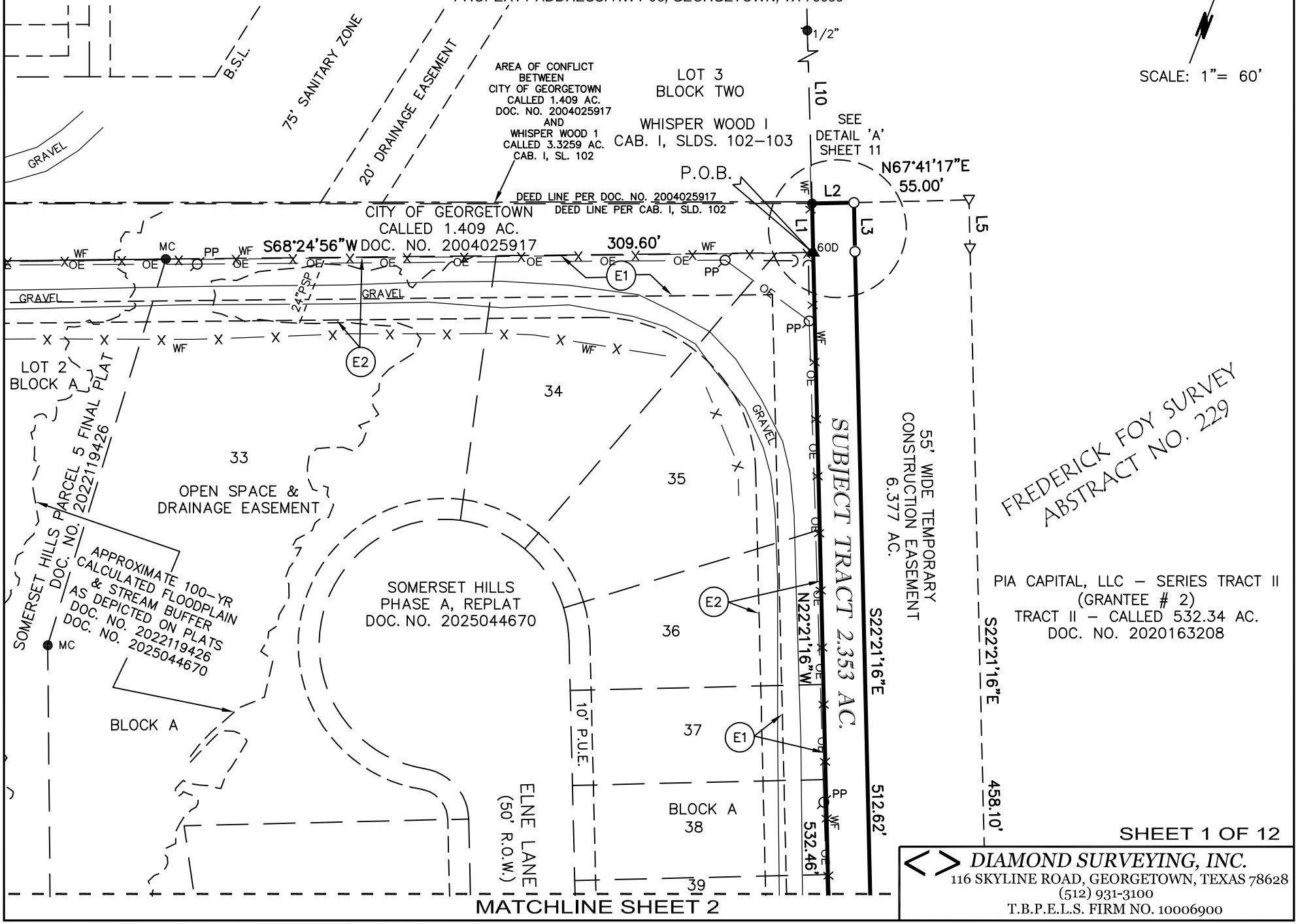

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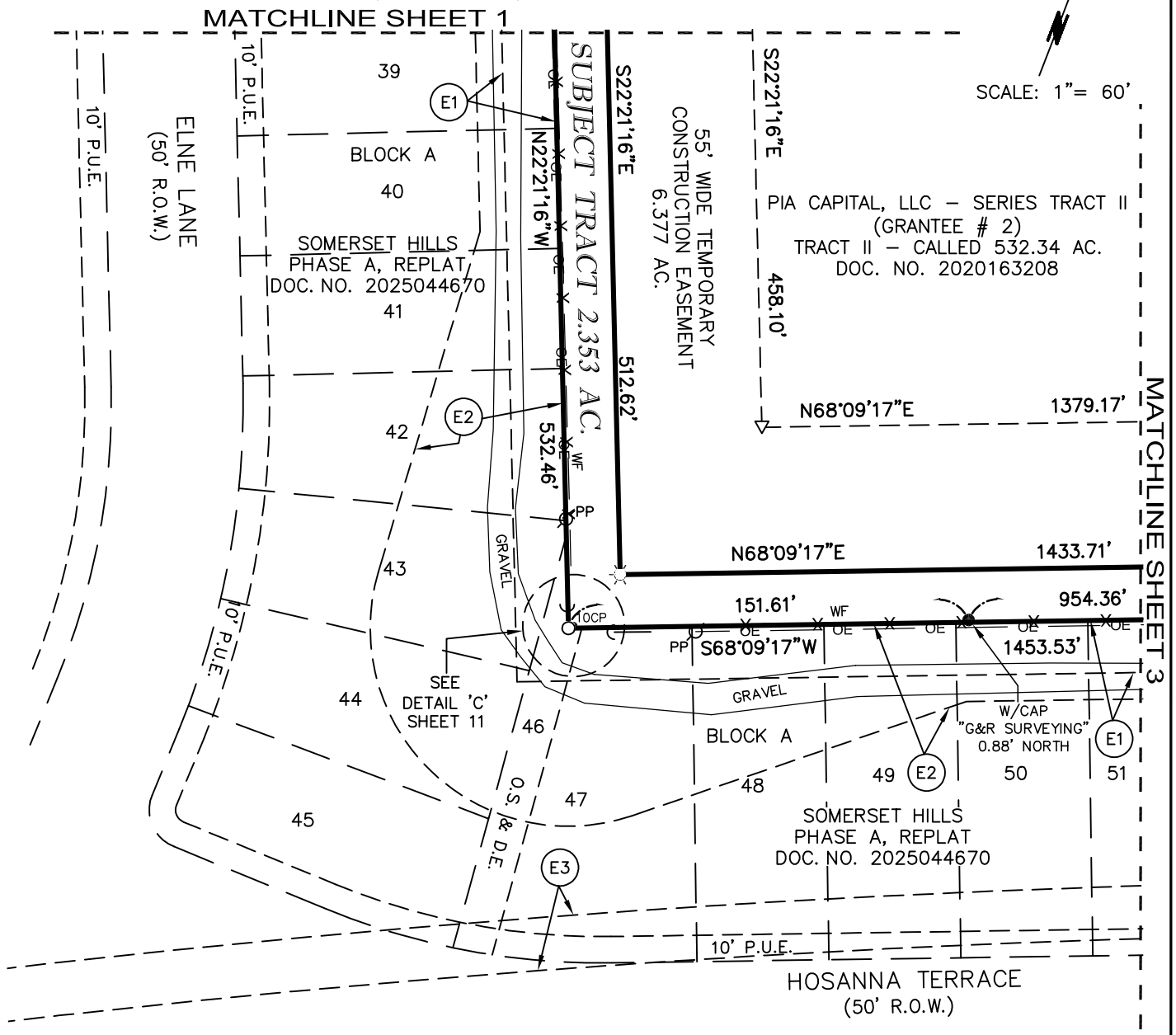

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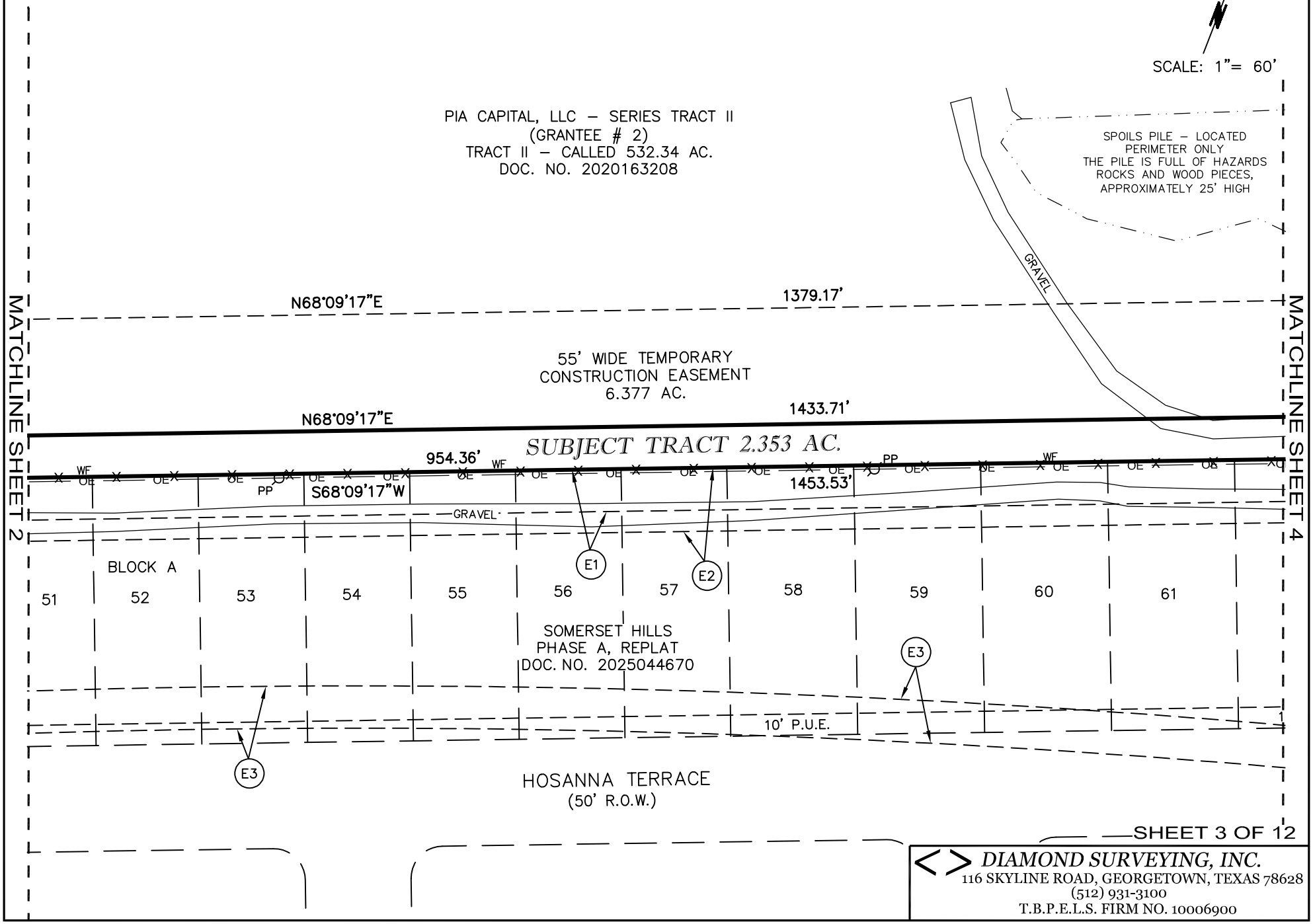

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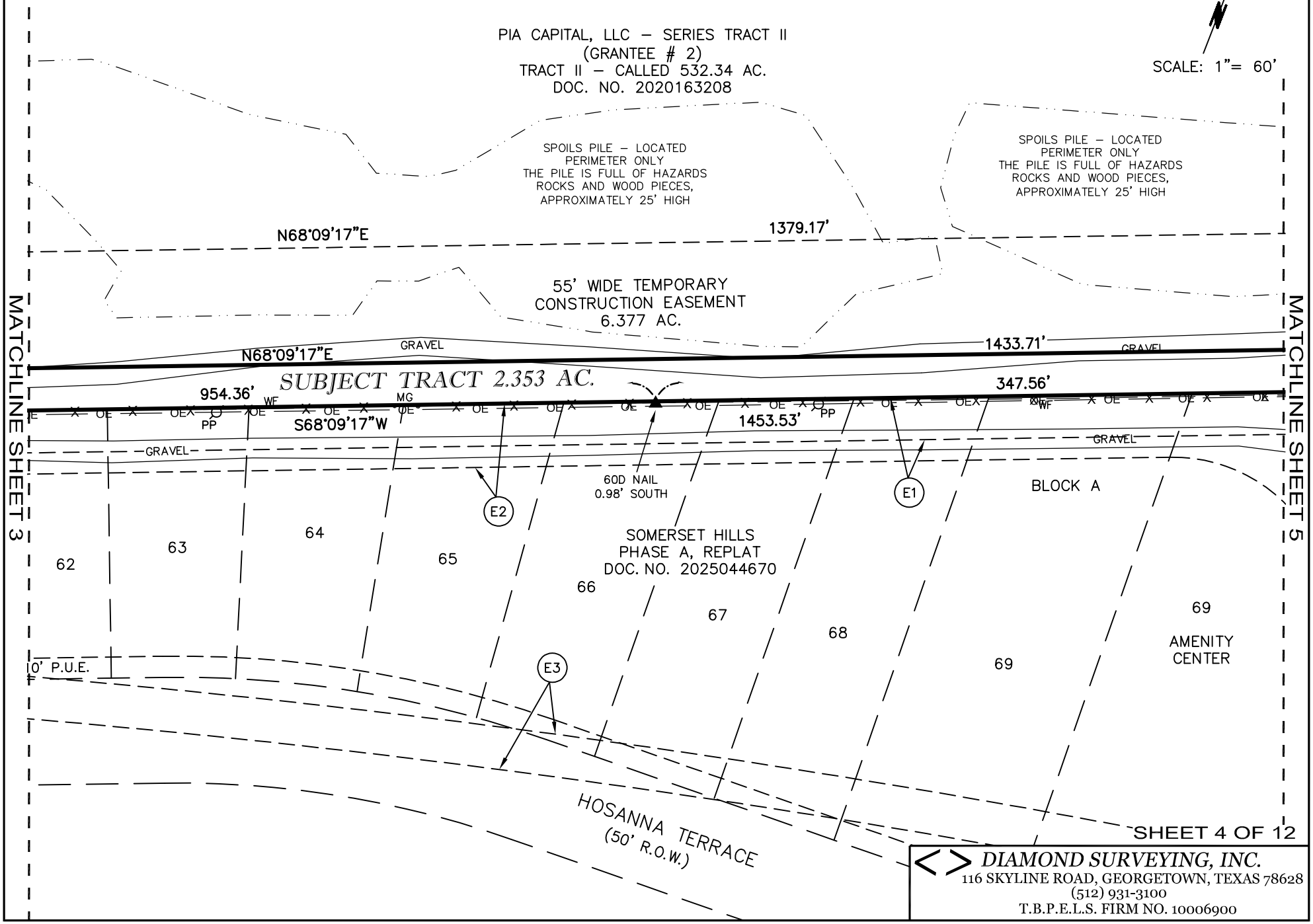

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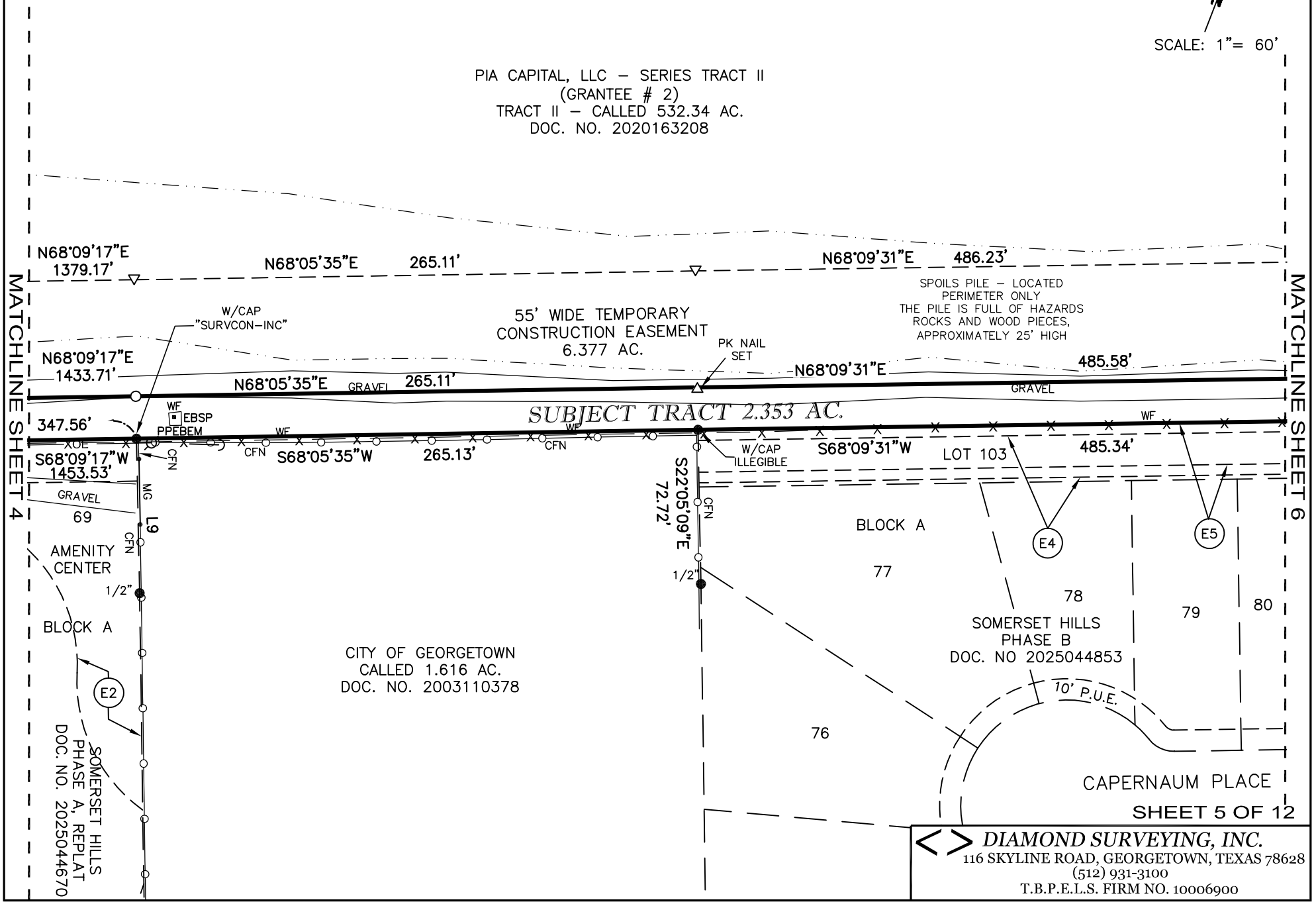

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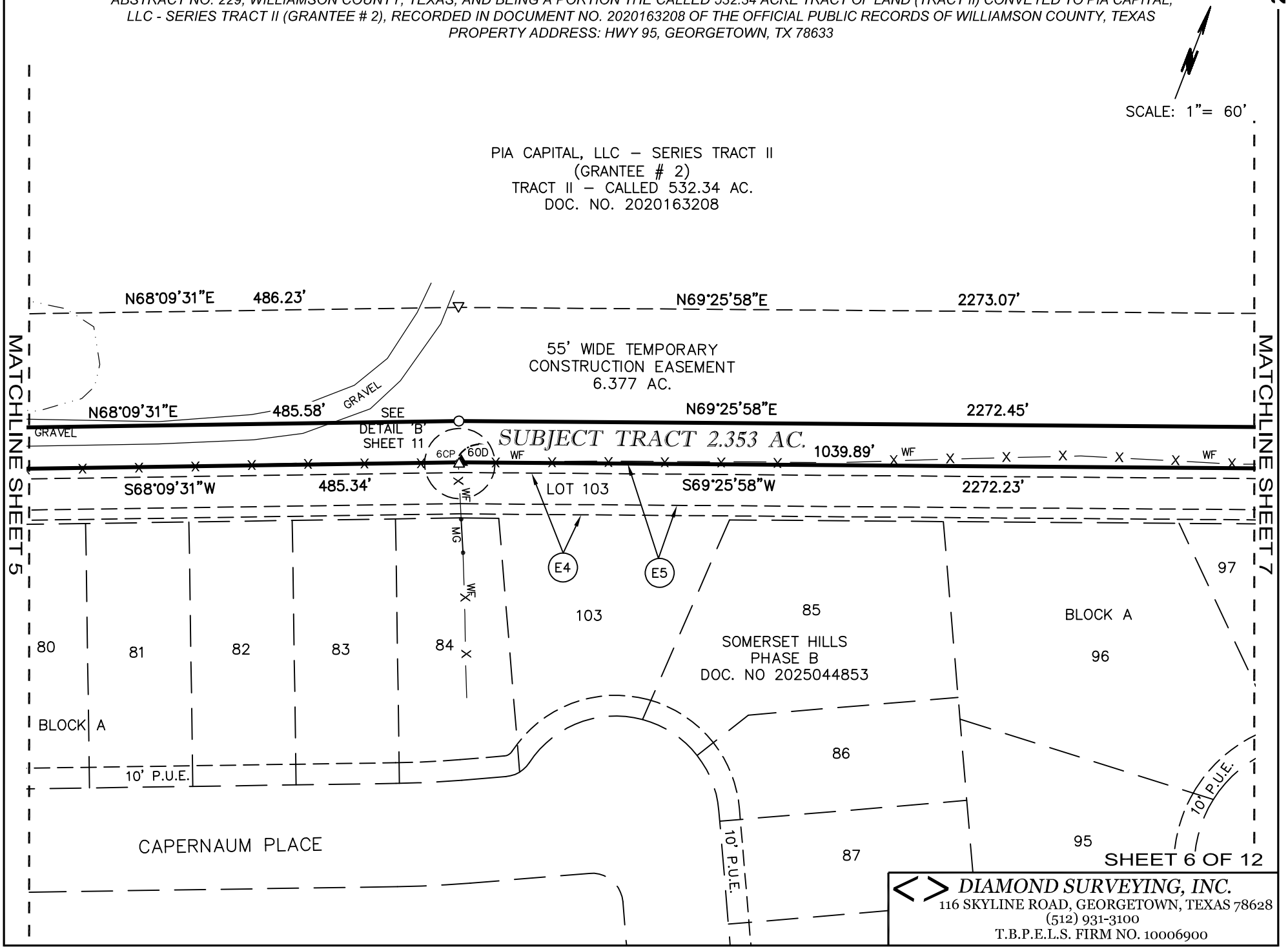

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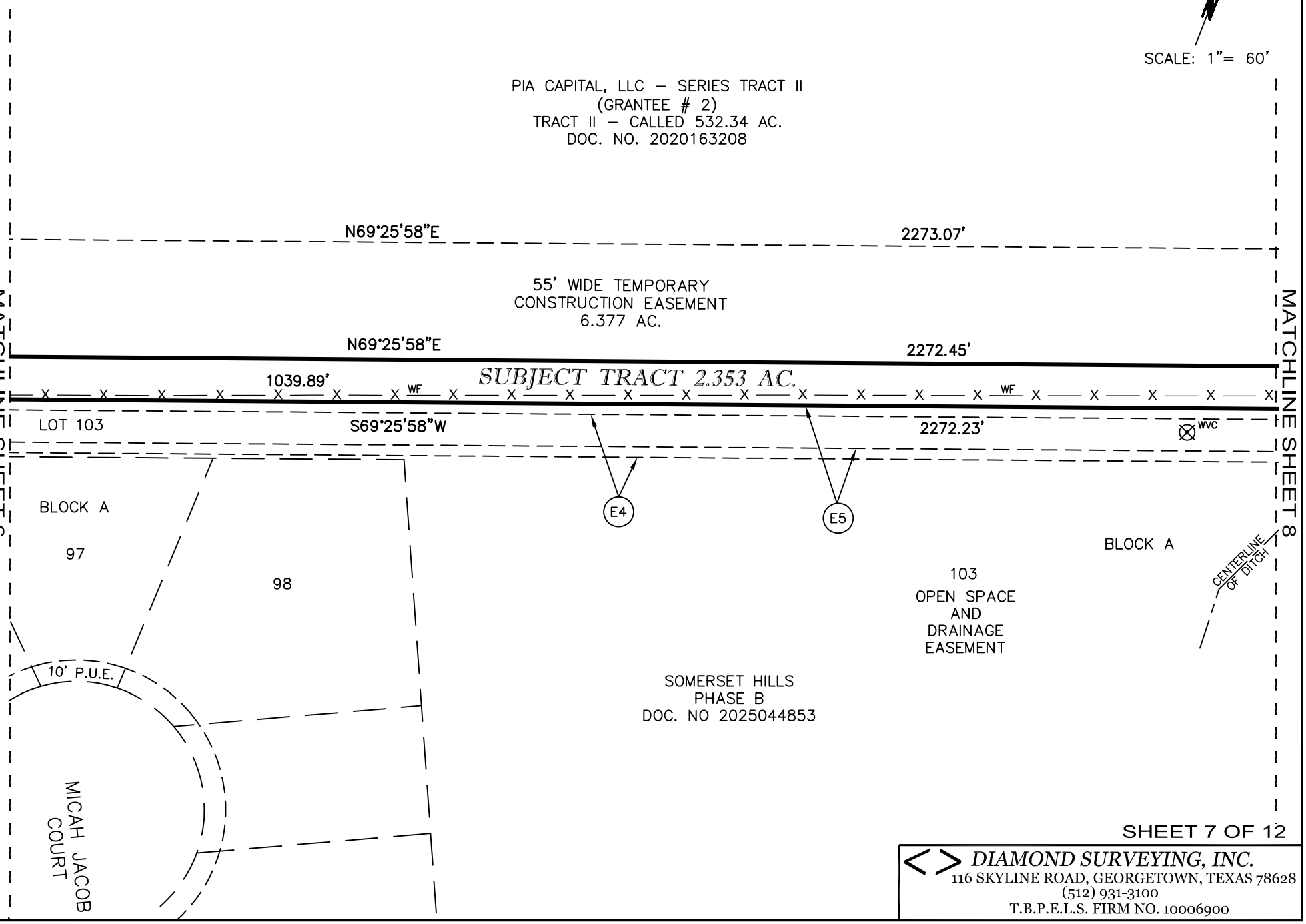

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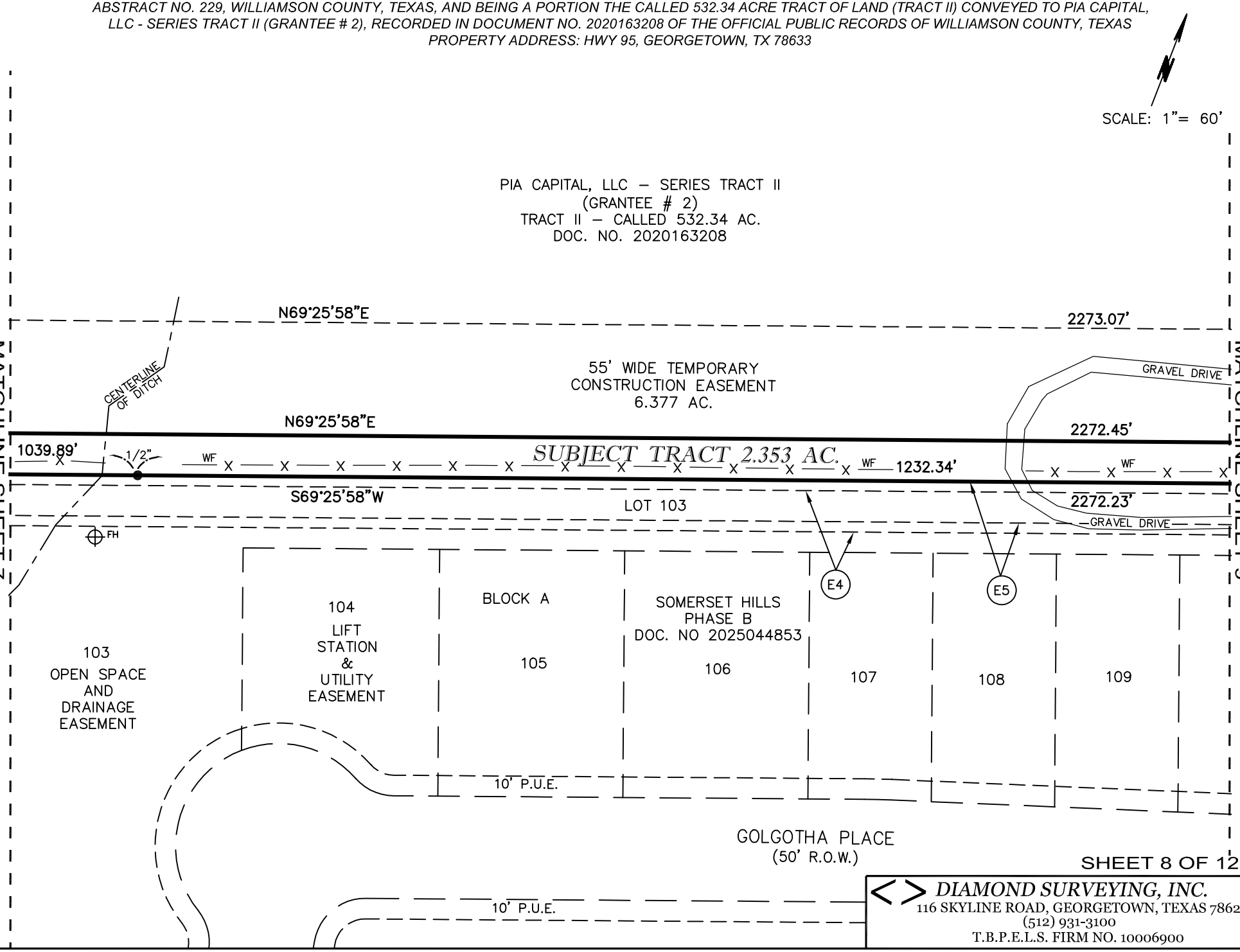

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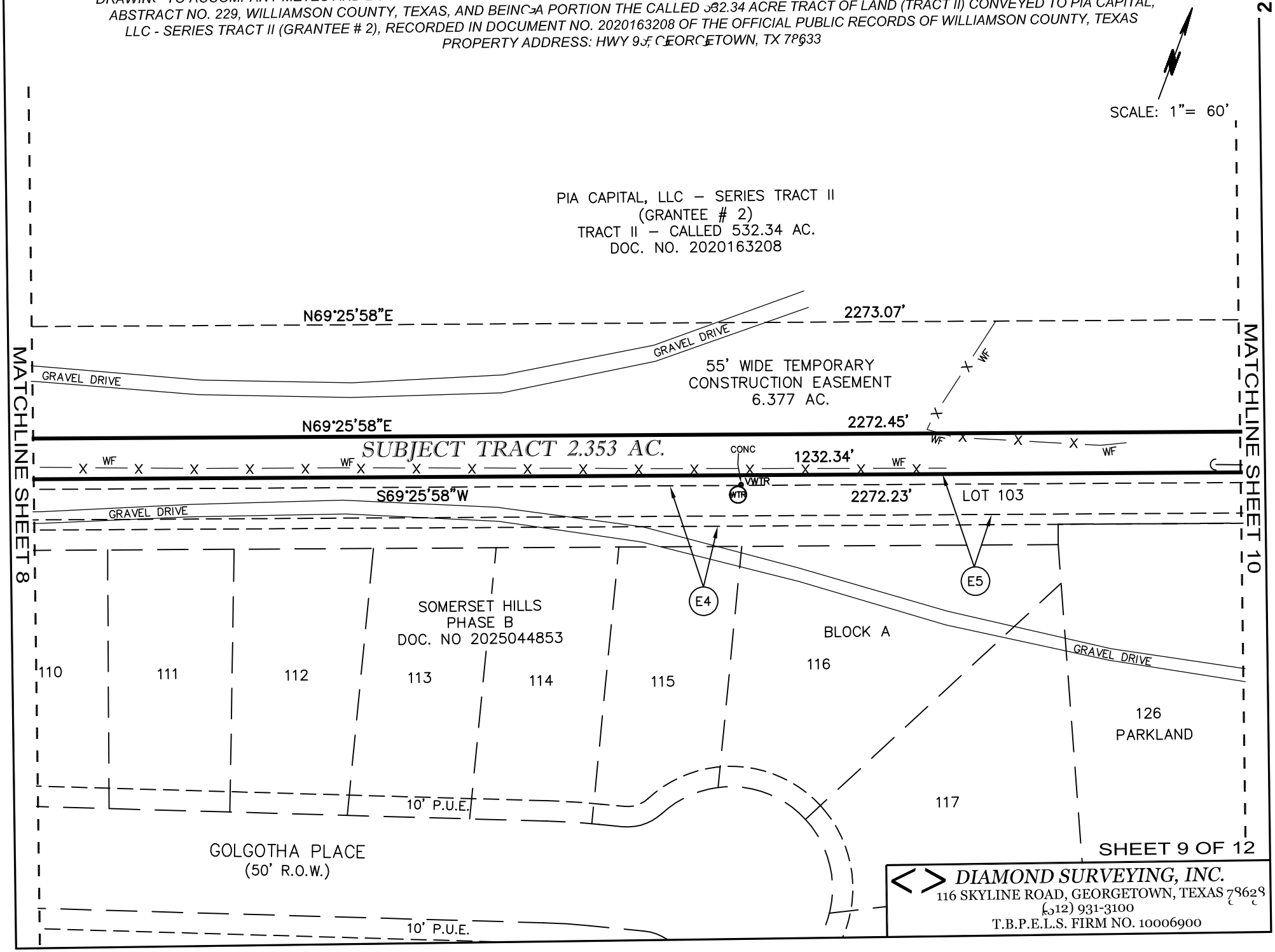

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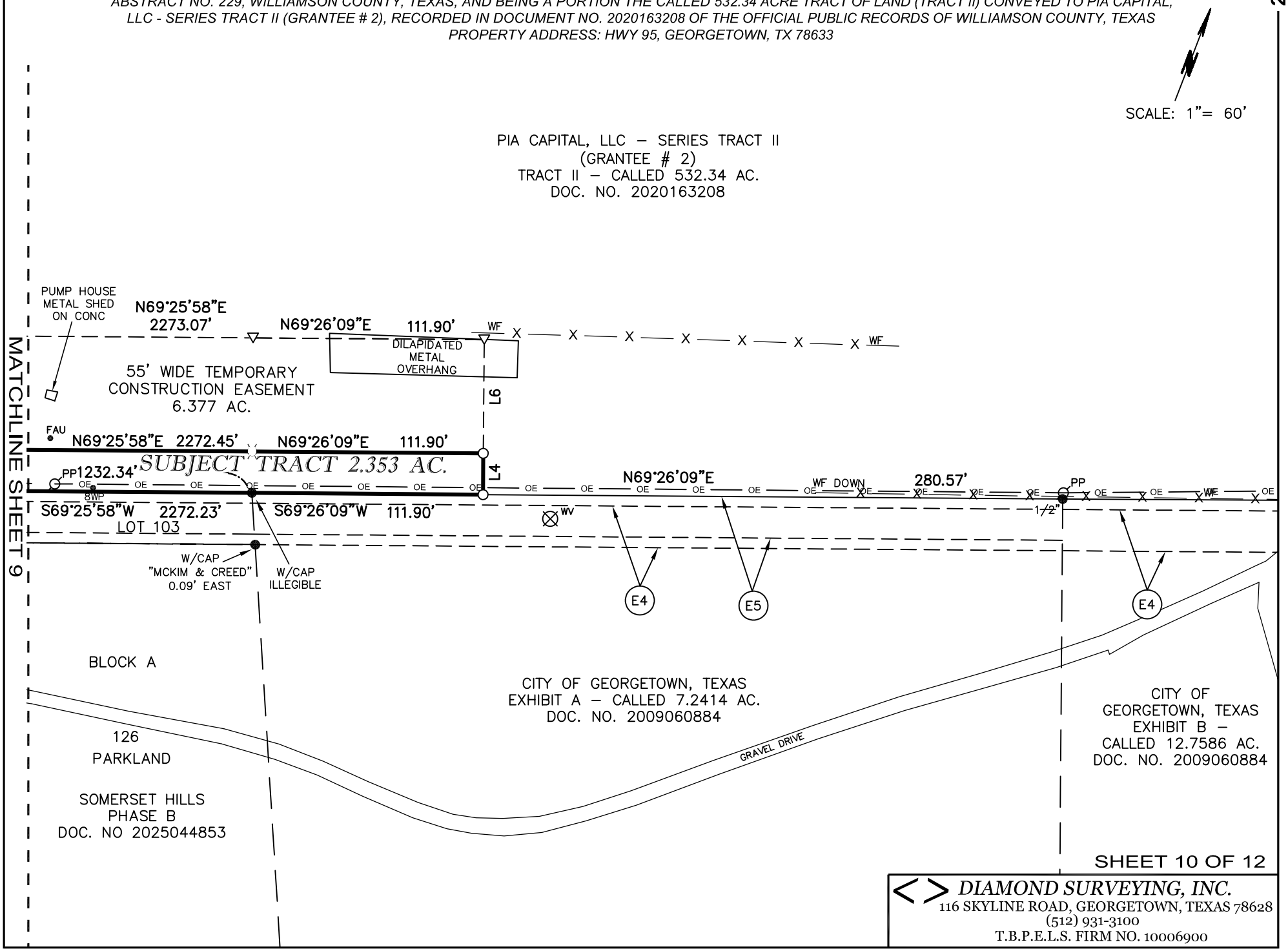
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE # 2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633



SHEET 10 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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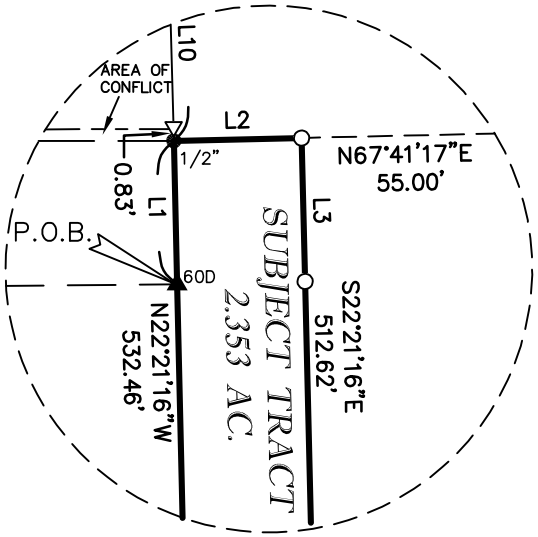
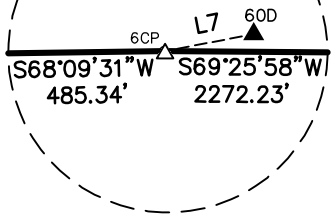
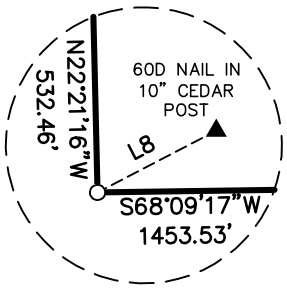


DETAIL 'A'
(1" = 30')



DETAIL 'B'
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
●MC	IRON ROD FOUND WITH CAP MARKED "MCKIM & CREED"
▲60D	60D NAIL FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
△	60D NAIL SET (UNLESS NOTED)
☼	COTTON GIN SPINDLE SET
▽	CALCULATED POINT
PP	POWER POLE
PPEBEM	POWER POLE WITH ELECTRIC BOX AND ELECTRIC METER
	GUY ANCHOR
EBSP	ELECTRIC BOX WITH SOLAR PANEL
FH	FIRE HYDRANT
WTR	WATER MANHOLE
WVC	WATER VALVE IN CONCRETE
VWTR	WATER VENT PIPE
FAU	SPRINKLER HEAD
6CP	6" CEDAR POST
10CP	10" CEDAR POST
8WP	8" WOOD POST
—— X —— X ——	WIRE FENCE (WF)
—o—o—	CHAIN LINK FENCE (CFN)
—— OE —— OE ——	OVERHEAD ELECTRIC LINE
CONC	CONCRETE
PSP	PLASTIC STORM PIPE
MG	METAL GATE
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.353 ACRE (102,492 SQ. FT.) TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION THE CALLED 532.34 ACRE TRACT OF LAND (TRACT II) CONVEYED TO PIA CAPITAL, LLC - SERIES TRACT II (GRANTEE #2), RECORDED IN DOCUMENT NO. 2020163208 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: HWY 95, GEORGETOWN, TX 78633

LINE	BEARING	DISTANCE
L1	N22°18'43"W	23.42'
L2	N67°41'17"E	20.00'
L3	S22°18'43"E	23.42'
L4	S20°33'51"E	20.00'
L5	S22°18'43"E	23.39'
L6	S20°33'52"E	55.00'
L7	N58°09'27"E	1.17'
L8	N41°33'04"E	2.16'
L9	S22°11'33"E	72.86'
L10	N22°34'30"W	320.76'

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NOS. 48491C0275E AND 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

EASEMENT LEGEND

E1	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 3.3259 AC. DOC. NO. 2008048277
E2	CITY OF GEORGETOWN, TEXAS TEMPORARY ACCESS EASEMENT EXHIBIT A – CALLED 2.776 AC. DOC. NO. 2003087320
E3	CITY OF GEORGETOWN, TEXAS TEMPORARY DRAINAGE EASEMENT EXHIBIT B – CALLED 0.9267 AC. DOC. NO. 2003087320
E4	CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860
E5	CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 1.4461 AC. DOC. NO. 2008048277

To: PIA CAPITAL, LLC - Series Tract II and City of Georgetown, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 19, 2026. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

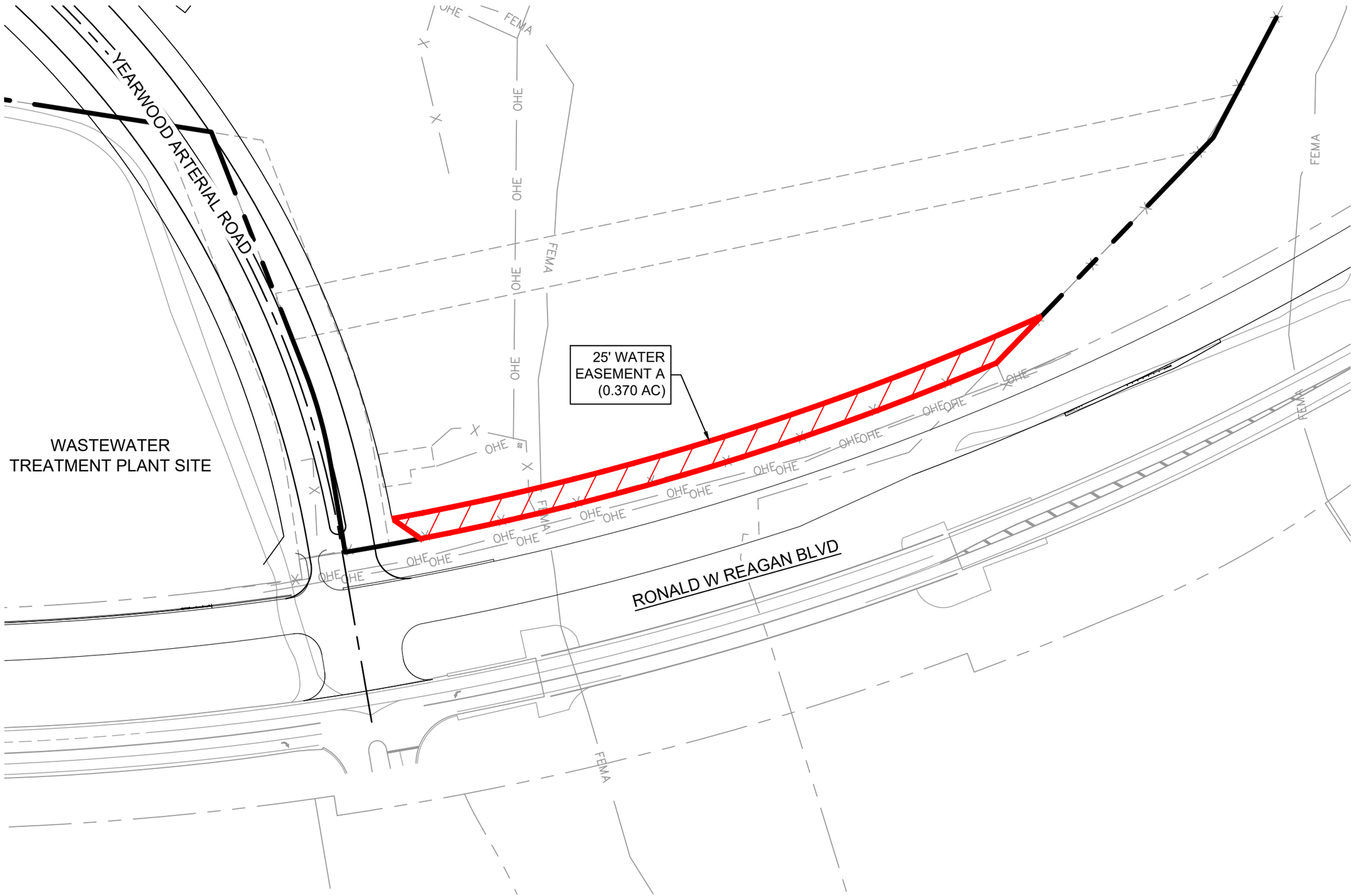
MAY 27, 2026
SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

SHEET 12 OF 12

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

RONALD W REAGAN BLVD WATER LINE EXHIBIT

SHEET 1 OF 2



SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

0 50 100 200

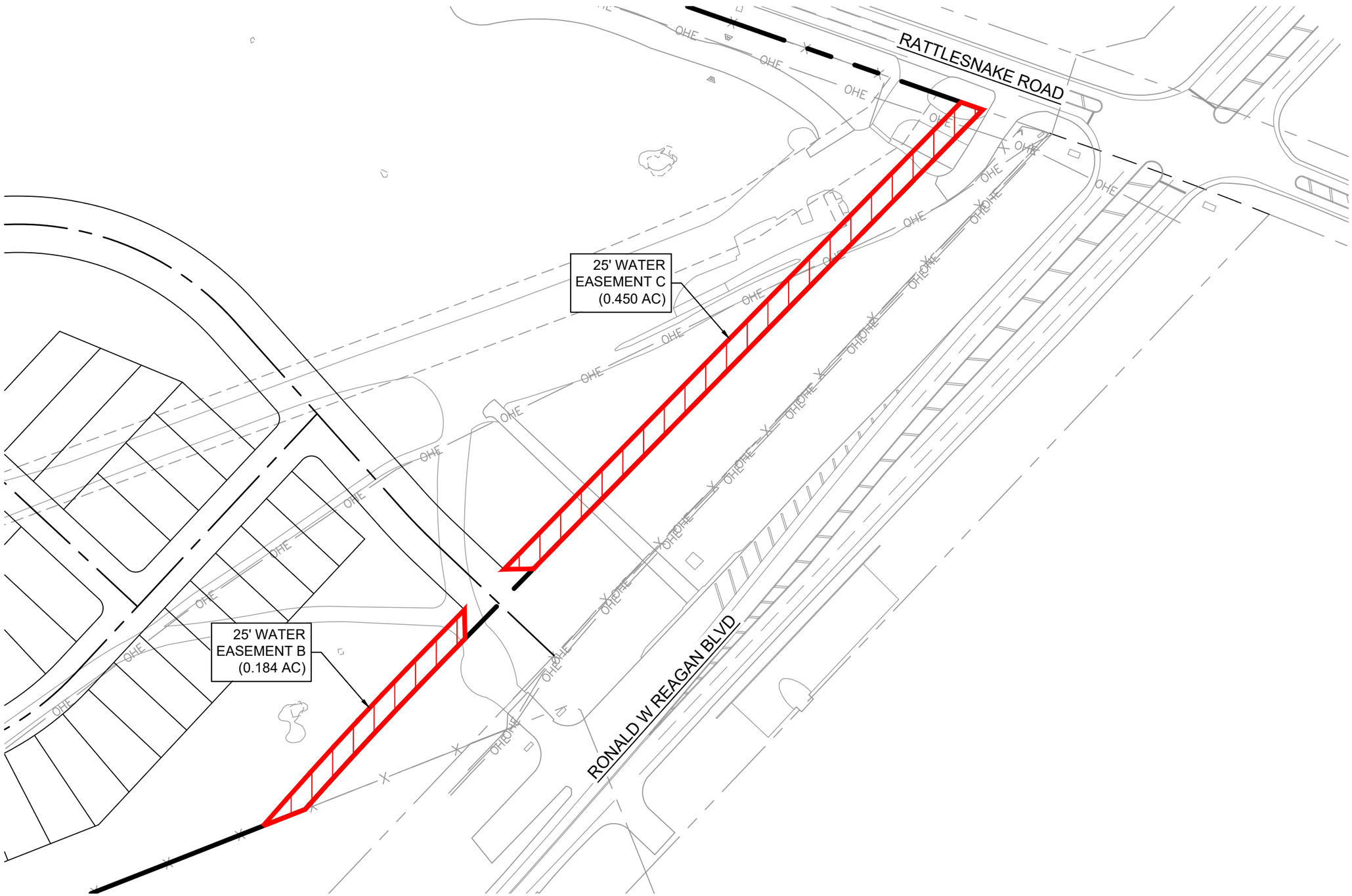
PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0824 - WATER EASEMENT EXHIBIT.DWG DATE: 8/24/2026 10:49:37 AM BY: MSULLIVAN

RONALD W REAGAN BLVD WATER LINE EXHIBIT D

SHEET 2 OF 2



SCALE: 1" = 120'

GRAPHIC SCALE IN FEET

0 60 120 240

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

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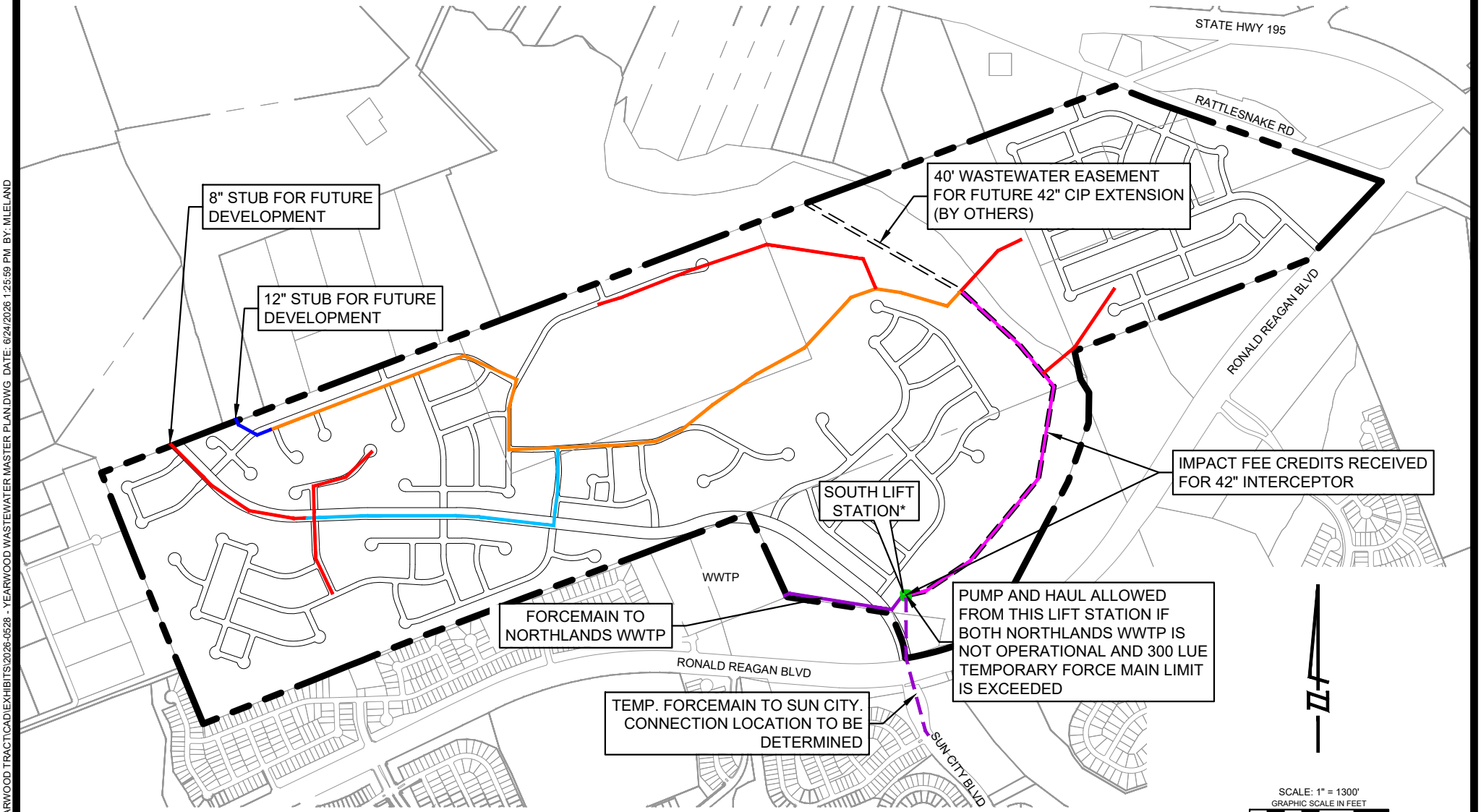
EXHIBIT E
CONCEPTUAL WASTEWATER PLAN



SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

LEGEND

- 8" GRAVITY WASTEWATER
- 12" GRAVITY WASTEWATER
- 18" GRAVITY WASTEWATER
- 24" GRAVITY WASTEWATER
- 42" GRAVITY WASTEWATER
- FORCE MAIN

NOTE:

1. UTILITY SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE, BASED ON FINAL PIPE SLOPE AND LUE COUNT.
2. TEMPORARY FORCE MAIN FROM SOUTH LIFT STATION TO SUN CITY IF NORTHLANDS WWTP IS NOT OPERATIONAL PRIOR TO YEARWOOD PHASE ONE.

* SOUTH LIFT STATION SIZED ONLY FOR YEARWOOD AND ROCK BLUFF

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

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TBPELS FIRM #2946

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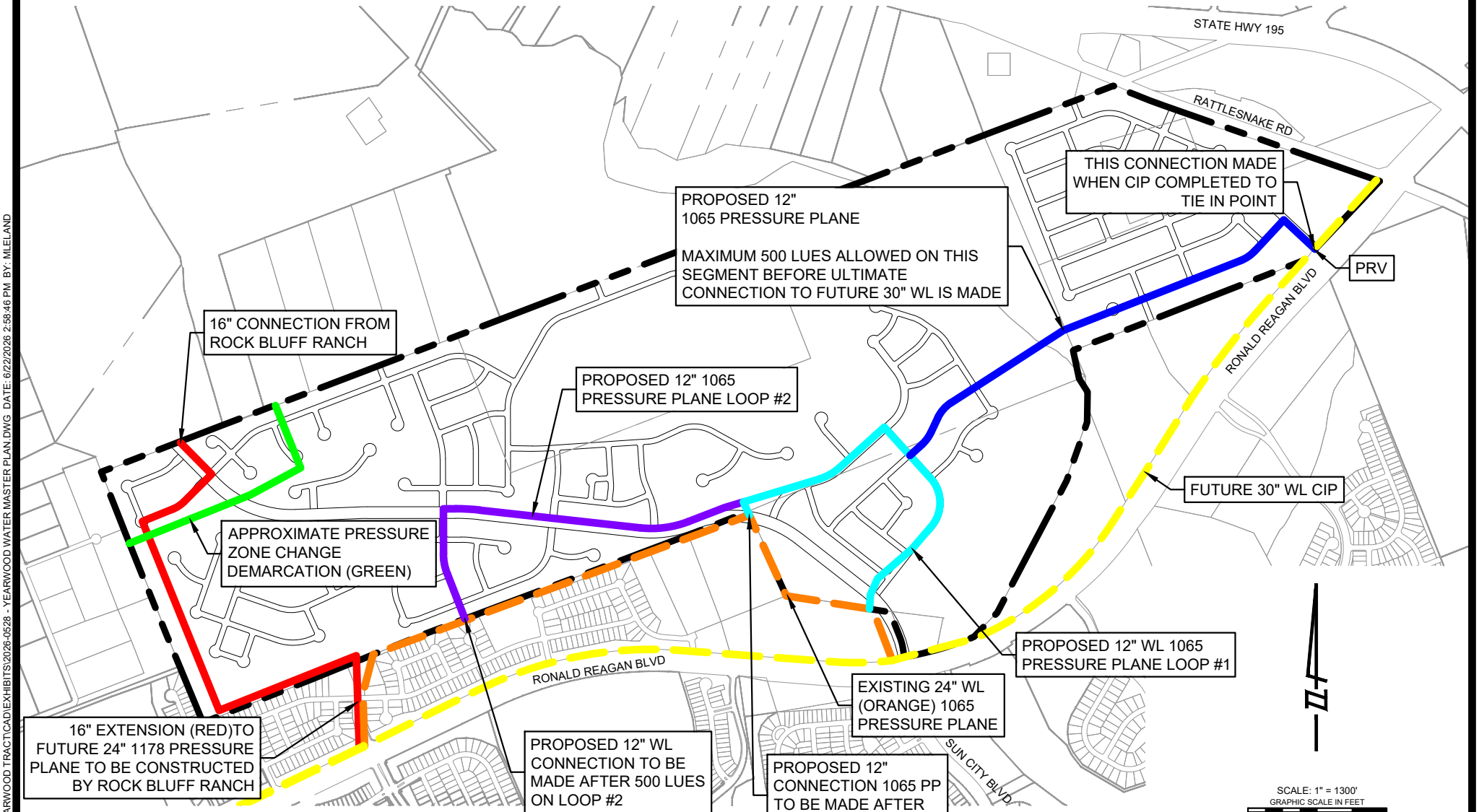
EXHIBIT F
CONCEPTUAL WATER PLAN



LEGEND

- 16" EXTENSION TO FUTURE 24" 1178
- PROPOSED 12" WL LOOP #1 1065 PRESSURE PLANE
- PROPOSED 12" WL LOOP #2 1065 PRESSURE PLANE
- PROPOSED 12" WL EAST 1065 PRESSURE PLANE
- EXISTING 24" WL 1065 PRESSURE PLANE
- FUTURE 30" WL CIP
- PRESSURE ZONE CHANGE DEMARCATION

NOTE:
LAND PLAN, STREET LAYOUT, AND PROPOSED INTERNAL WATERLINE ROUTING IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	5/28/2026	CHECKED BY:	JAB

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TBPELS FIRM #2946

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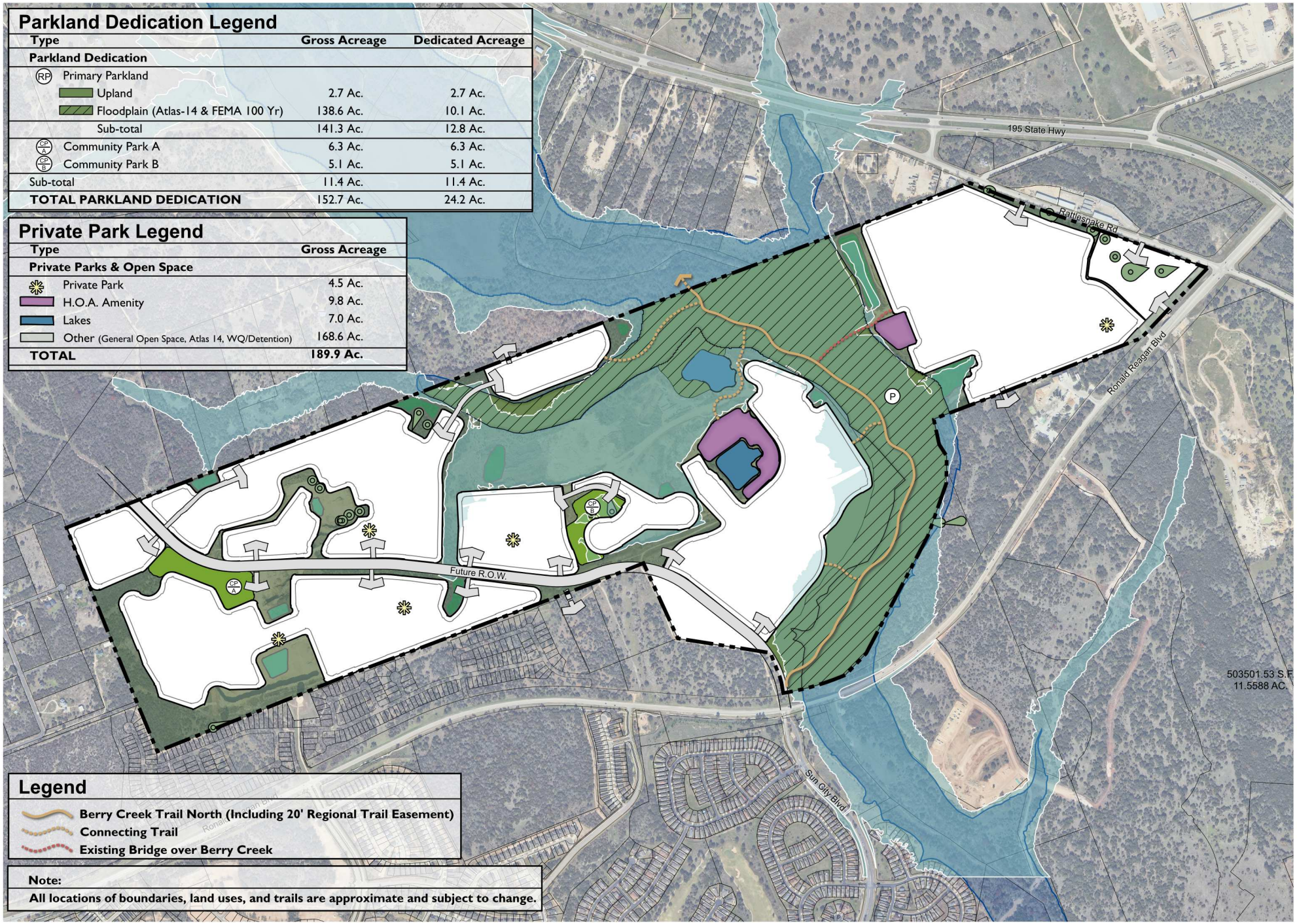
EXHIBIT G



Parkland Dedication Legend

Type	Gross Acreage	Dedicated Acreage
Parkland Dedication		
(RP) Primary Parkland		
Upland	2.7 Ac.	2.7 Ac.
Floodplain (Atlas-14 & FEMA 100 Yr)	138.6 Ac.	10.1 Ac.
Sub-total	141.3 Ac.	12.8 Ac.
(CP A) Community Park A	6.3 Ac.	6.3 Ac.
(CP B) Community Park B	5.1 Ac.	5.1 Ac.
Sub-total	11.4 Ac.	11.4 Ac.
TOTAL PARKLAND DEDICATION	152.7 Ac.	24.2 Ac.

Private Park Legend

Type	Gross Acreage
Private Parks & Open Space	
Private Park	4.5 Ac.
H.O.A. Amenity	9.8 Ac.
Lakes	7.0 Ac.
Other (General Open Space, Atlas 14, WQ/Detention)	168.6 Ac.
TOTAL	**189.9 Ac.**

Legend

- Berry Creek Trail North (Including 20' Regional Trail Easement)
- Connecting Trail
- Existing Bridge over Berry Creek

Note:
All locations of boundaries, land uses, and trails are approximate and subject to change.

RVi

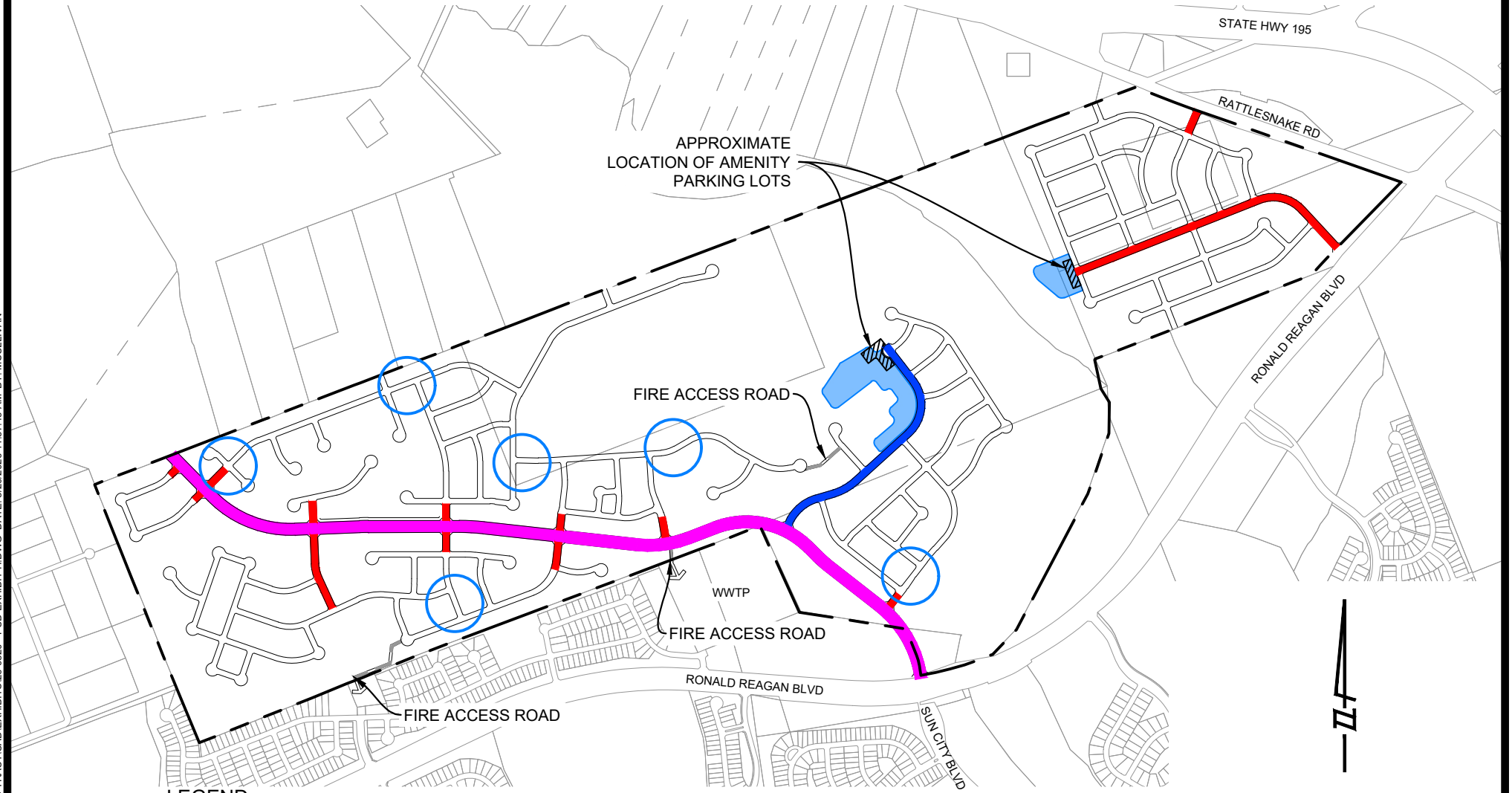
YEARWOOD • **CONCEPTUAL PARKS & OPEN SPACE**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval
L:\2024\24005807 Yearwood Parce PUD\Consent Agreement\Parkland

EXHIBIT H
CONCEPTUAL TRANSPORTATION PLAN

2200



LEGEND

- MINOR ARTERIAL (110' ROW)
- NEIGHBORHOOD COLLECTOR (68' ROW)
- RESIDENTIAL COLLECTOR (68' ROW)
- LOCAL STREET (50' ROW)
- APPROXIMATE LOCATION OF TRAFFIC CALMING MEASURES
- 20' FIRE APPARATUS ACCESS ROAD
- AMENITY CENTER

NOTES:

1. SEE EXHIBIT S FOR STREET SECTIONS.

SCALE: 1" = 1300'
GRAPHIC SCALE IN FEET
0 325 650 1300

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	8/24/2026	CHECKED BY:	JAB

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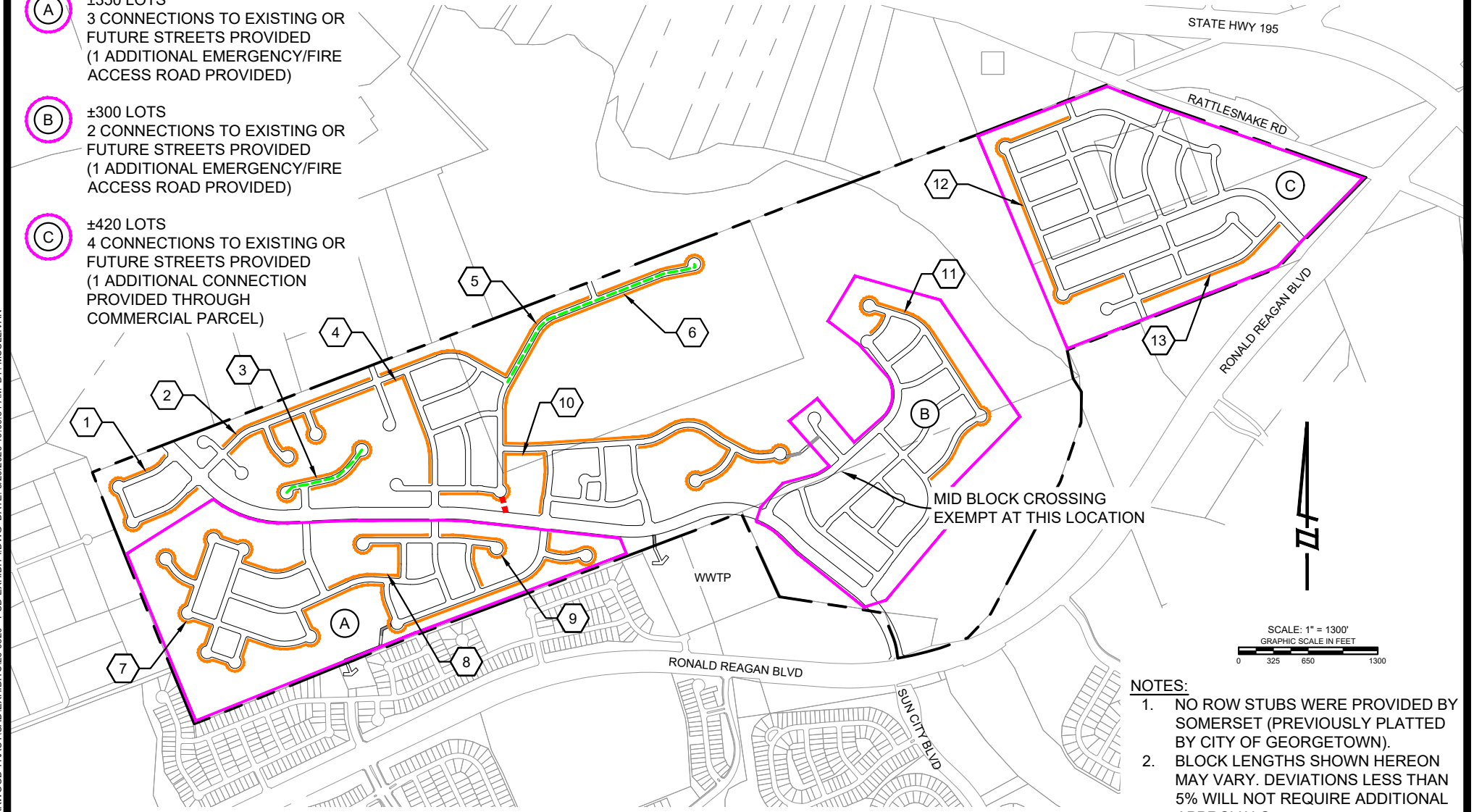
EXHIBIT I
STREET SPACING & CONNECTIVITY

2201

(A) ±350 LOTS
3 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL EMERGENCY/FIRE ACCESS ROAD PROVIDED)

(B) ±300 LOTS
2 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL EMERGENCY/FIRE ACCESS ROAD PROVIDED)

(C) ±420 LOTS
4 CONNECTIONS TO EXISTING OR FUTURE STREETS PROVIDED
(1 ADDITIONAL CONNECTION PROVIDED THROUGH COMMERCIAL PARCEL)



NOTES:
1. NO ROW STUBS WERE PROVIDED BY SOMERSET (PREVIOUSLY PLATTED BY CITY OF GEORGETOWN).
2. BLOCK LENGTHS SHOWN HEREON MAY VARY. DEVIATIONS LESS THAN 5% WILL NOT REQUIRE ADDITIONAL APPROVALS.

LEGEND

- BLOCK LENGTH VARIANCE
- CUL-DE-SAC WITH LENGTH & LOT FRONTAGE VARIANCE
- MID-BLOCK PEDESTRIAN XING

(1) SEGMENT 1 - 1,886 LF
(2) SEGMENT 2 - 1,532 LF
(3) SEGMENT 3 - 2,142 LF
(4) SEGMENT 4 - 1,223 LF
(5) SEGMENT 5 - 2,389 LF
(6) SEGMENT 6 - 5,230 LF
(7) SEGMENT 7 - 9,291 LF
(8) SEGMENT 8 - 2,205 LF
(9) SEGMENT 9 - 1,413 LF
(10) SEGMENT 10 - 1,995 LF
(11) SEGMENT 11 - 3,121 LF
(12) SEGMENT 12 - 3,028 LF
(13) SEGMENT 13 - 1,494 LF

PROJECT:	1622-12068	DRAWN BY:	MKS
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EXHIBIT J

MAINTENANCE AGREEMENT
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "Agreement") is made to be effective as of the Effective Date (defined below) by and between the **CITY OF GEORGETOWN, TEXAS**, a home-rule city located in Williamson County, Texas (the "City"), and _____, a _____ (the "Developer"), and [**WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO**. __, a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Local Government Code (the "District")] OR [_____, a Texas non-profit corporation (the "HOA")], (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, [the District OR Williamson County Municipal Utility District No. ___ (the "District")] is a municipal utility district within the City's corporate limits authorized by the Consent Agreement attached to Ordinance No. _____ passed and approved by the Georgetown City Council on _____, 2026 (the "Consent Agreement"); and

WHEREAS, the District consists of _____ acres of land, described by metes and bounds on ***Exhibit A-1*** and by surveyor's sketch on ***Exhibit A*** attached to this Agreement; and

WHEREAS, at full build out the District will have approximately _____ dwelling units; [an amenity center; public and private parkland; man-made (quarried) lakes or ponds; drainage, stormwater, and water quality management features; public trails; walls and fencing; and open space areas]; and

[**WHEREAS**, the HOA is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest in any Lot in the District, which membership in the HOA is not severable from the ownership of the Lot; and]

[**WHEREAS**, the HOA is created to, among other things, maintain the District Areas/Improvements (as defined in the Consent Agreement) within the District, and otherwise administer the affairs of the HOA in accordance with the terms of the Consent Agreement; and]

[**WHEREAS**, the HOA has the authority to levy Assessments against the Lots within the District to provide a permanent source of funding for the HOA to pay for performing its responsibilities under this Agreement; and]

WHEREAS, pursuant to the Consent Agreement, the District Areas/Improvements have been or will be conveyed by Developer to the [District OR HOA] and will be maintained by the [District OR HOA] per the Consent Agreement; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, [the District OR the members of the HOA], and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the [District OR HOA], agree as follows:

1. **RECITALS AND AGREEMENT ADOPTED**. The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Consent Agreement and the Related Documents (as that term is defined in the Consent Agreement) are incorporated into this Agreement as if all were set out in full.

2. **DEFINITIONS**. In addition to the terms defined in the Recitals to this Agreement, (i) capitalized words used in this Agreement and not defined herein will have the meanings set out in the Consent Agreement, and (ii) the following words, shall, when capitalized, have the following meanings when used in this Agreement:

   2.1 "*Assessments*" means the [ad valorem taxes and/or fees OR assessments] the [District OR HOA] imposes for the purposes of, among other things, funding its obligations under this Agreement.

   2.2 "*Parkland Development Guidelines*" means the parkland development guidelines issued by the City's Parks and Recreation Department.

3. **MAINTENANCE REQUIREMENTS**. The [District OR HOA] shall, at its sole cost and expense, perform or cause to be performed, all repairs, maintenance, and replacement work when and as needed to keep the District Areas/Improvements in good condition suitable for use and enjoyment by the public including, but not limited to, regular mowing, edging, trimming; regular landscape maintenance

including re-planting of trees, shrubs and other landscaping to replace dead or diseased plantings; regular weed, ant, mosquito and algae control; irrigation, and irrigation system maintenance and repair; keeping the areas free of all trash and debris and properly functioning; painting; striping; and other work necessary to maintain the District Areas/Improvements in perpetuity, and to replace those elements at the end of their useful life. The [District OR HOA] shall comply at all times with the Parkland Development Guidelines. The [District OR HOA] shall be solely responsible for maintenance of the District Areas/Improvements, and the City shall have no obligations for same.

4. **WATER CONSERVATION**. The [District OR HOA] agrees that it will install and maintain drought-resistant landscaping and water conserving natural turf, and will not install, or allow to be installed, St. Augustine grass anywhere in the District Areas/Improvements.

5. **NO LIENS**. The [District OR HOA] shall not cause, suffer or allow any liens to be placed on the District Areas/Improvements by, through or under the [District OR HOA].

6. **ASSESSMENTS**.

   6.1 The [District OR HOA] shall levy Assessments in such amounts necessary to perform its responsibilities under this Agreement.

   6.2 The [District OR HOA] shall also levy [District OR HOA] Assessments in such amounts necessary to maintain reserves, and ultimately replace, the District Areas/Improvements at the end of their useful life.

7. **INSURANCE**.

   7.1 Prior to the commencement of any work in the District Areas/Improvements under this Agreement, the [District OR HOA] shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City Manager, which shall be clearly labeled with the legal name of the [District OR HOA] in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. Failure to

obtain and maintain the required insurance shall constitute a material default of this Agreement. No officer or employee, other than the City Manager, shall have authority to waive this requirement.

7.2 Notwithstanding the provisions of **Section 7.3** below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the [District OR HOA] whereupon the City may incur increased risk.

7.3 The [District's OR HOA's] financial integrity is of interest to the City; therefore, subject to the [District's OR HOA's] right to maintain reasonable deductibles in such amounts as are approved by the City, the [District OR HOA] shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the [District's OR HOA's] sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

TYPE	**AMOUNTS**
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

*g. Broad form property damage, to include fire legal liability Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the [District OR HOA].

7.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The [District OR HOA] shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the requested change. The [District OR HOA] shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

7.5 The [District OR HOA] agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

7.5.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; and

7.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy; and

7.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

7.6 The [District OR HOA] agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the [District OR HOA] under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the [District OR HOA] shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the [District's OR HOA's] authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

7.7 Nothing herein contained shall be construed as limiting in any way the extent to which the [District OR HOA] may be held responsible for payments of damages to persons or property resulting from the [District's OR HOA's] performance of the work covered under this Agreement.

7.8 It is agreed that the [District's OR HOA's] insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

7.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

8. **RELEASE, HOLD HARMLESS, AND INDEMNIFICATION. THE [DISTRICT OR HOA] HEREBY FULLY AND FOREVER RELEASES, HOLDS HARMLESS, AND [, TO THE EXTENT ALLOWED BY LAW,] PROMISES TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS AND THEIR SUBCONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, CONTROVERSIES, JUDGEMENTS, DEMANDS, LOSSES, AND CAUSES OF ACTION OF EVERY CONCEIVABLE KIND AND NATURE, PAST, CURRENT, AND FUTURE, ARISING OUT OF OR RELATED TO THE DISTRICT IMPROVEMENTS/AREAS OR THIS AGREEMENT. THIS SECTION IS TO BE**

CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DISTRICT. THE DISTRICT HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES THAT IT IS BOUND BY THE TERMS AND CONDITIONS OF THIS SECTION.

9. **TERM**. This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the District is dissolved and [its OR the HOA's] obligations hereunder are fully assumed by the City, at the City's sole election, or (ii) this Agreement is terminated in writing by mutual agreement of City Council, the Developer, and the [District OR HOA].

10. **ASSIGNMENT**. The [District OR HOA] shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City Council, which may be withheld for any reason.

11. **MISCELLANEOUS PROVISIONS.**

    11.1 Laws Observance. The [District OR HOA] shall not do, nor cause to be done, anything on or to the District Areas/Improvements during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

    11.2 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

    11.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the [District OR HOA] at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

    11.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

    11.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought

directly or indirectly by reason of this Agreement shall be in Williamson County, Texas.

11.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is acting.

11.8 Entire Agreement. This Agreement and the Consent Agreement, and any attached exhibits to those agreements, contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the District Areas/Improvements.

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE [District OR HOA]**:**

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 202__ by _____, President of the _____, a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE DEVELOPER:

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by _____, President of the _____, a _____ on behalf of said _____.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

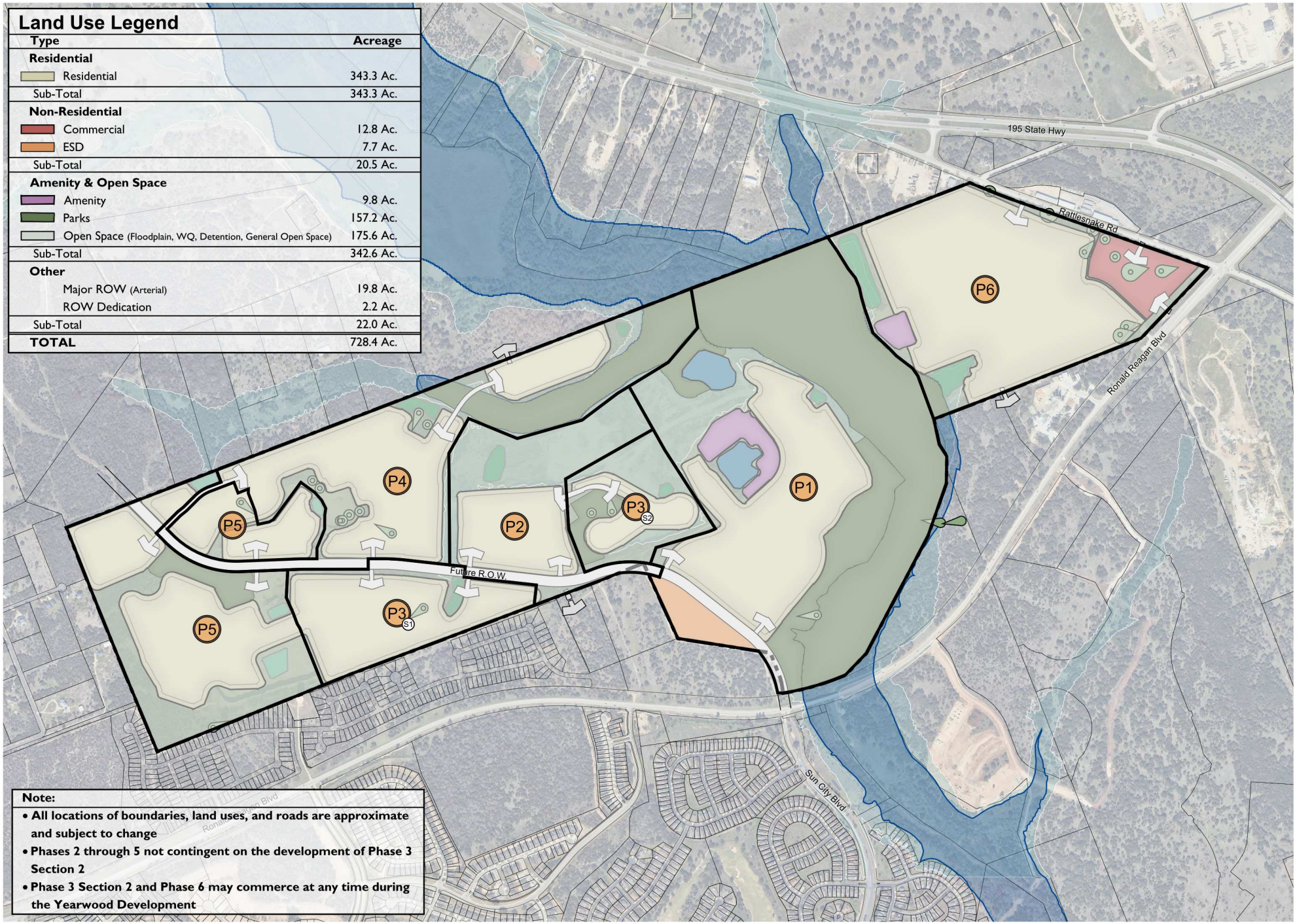
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 202__, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule municipality, on behalf of the City of Georgetown, Texas.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

[ADD ***EXHIBITS A & A-1***]

EXHIBIT K



Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
ESD	7.7 Ac.
Sub-Total	20.5 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	157.2 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	175.6 Ac.
Sub-Total	342.6 Ac.
Other	
Major ROW (Arterial)	19.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	22.0 Ac.
TOTAL	728.4 Ac.

Note:

- **All locations of boundaries, land uses, and roads are approximate and subject to change**
- **Phases 2 through 5 not contingent on the development of Phase 3 Section 2**
- **Phase 3 Section 2 and Phase 6 may commerce at any time during the Yearwood Development**

RVi

YEARWOOD • **CONCEPTUAL PHASING PLAN**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval
L:\2024\24003807 Yearwood Parce PUD\Exhibits\Phasing Exhibit\Exhi

FREEHOLD COMMUNITIES®

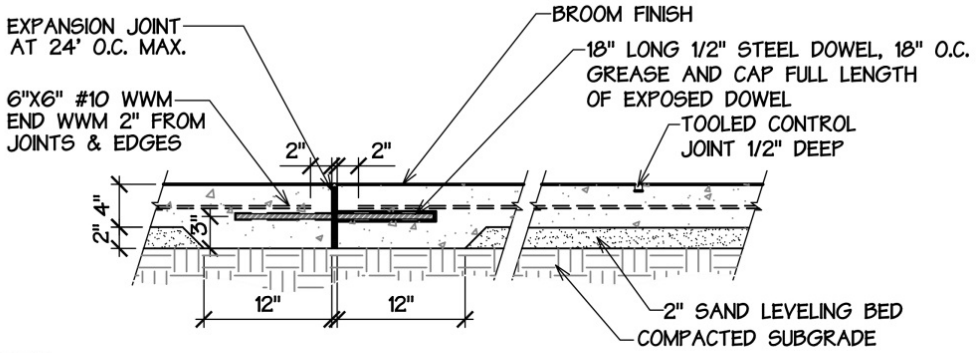
RVi

Date: 08/06/2026

Yearwood – Regional Trail Design Standards

Location: Approximately +/- 1.1 miles of trail, beginning at the southern side of the Yearwood property, near the intersection of Sun City Blvd and Ronald Regan Blvd, following Berry Creek to the northern limits of the Yearwood property. Refer to Exhibit P for conceptual trail alignment.

1. Trail width will be ten (10) feet, as further specified in the Consent Agreement. In limited areas, to navigate extreme topographical conditions or preserve significant features such as rock formations, important vegetation, trees or other environmental features, trail width may be reduced to six (6) feet for a maximum distance of one hundred (100) feet.
2. Trail surface will be reinforced concrete, as detailed below:

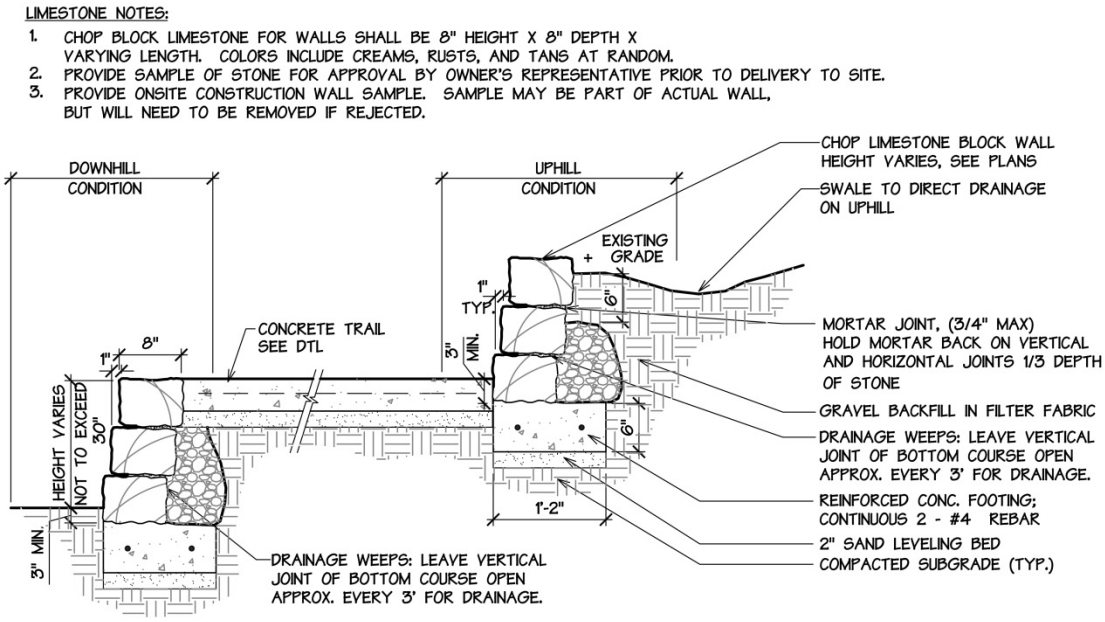


NOTES:

1. SEE TRAIL NOTES & ACCESSIBLE TRAIL NOTES ON CONSTRUCTION PLANS.
2. EXPANSION JOINT TO BE 1/2" ASPHALT IMPREGNATED FIBERBOARD WITH "ZIP STRIP". INSTALL BACKER ROD AND 2-PART SEALANT - GRAY.
3. EXPANSION JOINTS ARE TO BE MAX 24' ON CENTER UNLESS NOTED OTHERWISE ON PLAN.
4. CONTROL JOINTS ARE TO BE SPACED TO MATCH WIDTH OF WALKWAY, UNLESS SHOWN OTHERWISE ON PLAN.
5. ALL EDGES ARE TO BE TOOLED WITH 1/2" RADIUS. MAXIMUM 1/2" CHANGE IN ELEVATION AT WALK/LAWN EDGE.

1. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and seven (7) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
2. Whenever possible, sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

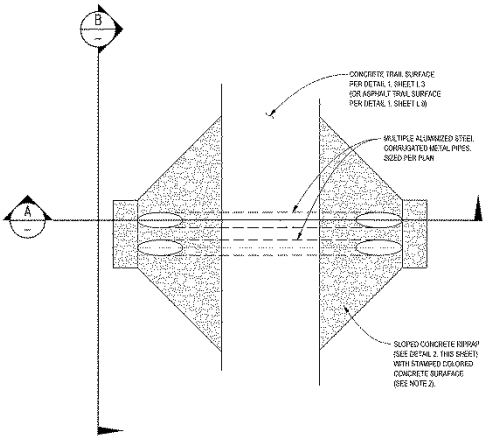
3. Retaining walls will only be used when absolutely necessary, to stabilize slopes and only if natural rock cut will not suffice. Retaining walls under forty-eight inches (48”) tall shall be constructed of native materials, as detailed below:



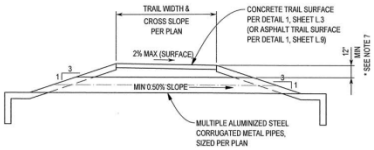
4. Stream and drainage crossings will be located in relatively narrow, shallow sections of drainage ways to minimize negative environmental impacts. Low water crossings will be used whenever possible, culverts will be used when agreed upon by Owner and City. Crossing types and examples are depicted below:

A. Low Water Crossing:

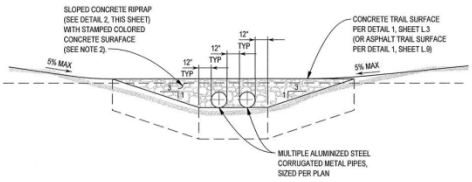
a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.
b. Protect the structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of the accelerated flows across the structure.
c. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.



PLAN VIEW



SECTION A



SECTION B

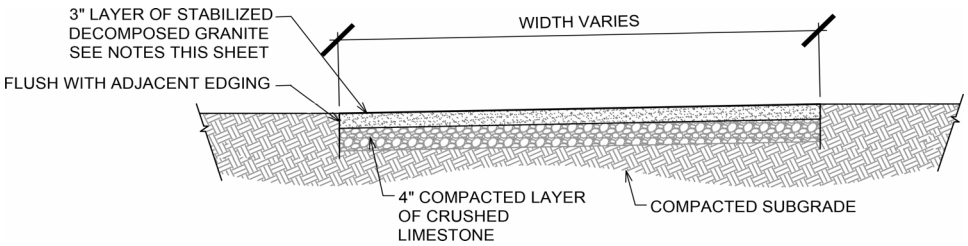
B. Culvert Crossing:

a. Use an appropriate length slab or structure to protect the “wetted perimeter” of the natural flow channel.
b. Culvert sizes appropriate for water shed and flow capacities. All culverts shall be aluminized metal pipe unless noted otherwise. Inlet and outfall pipes shall be cut to conform to slope.
c. Protect the entire structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of possible accelerated flows across the structure.
d. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.

Yearwood – Connector Trail Standards

Purpose: Connector trails are intended to provide access to the greater trail network or to surrounding amenities within the Yearwood property.

1. Connector trails width will be a minimum of five (5) feet. In limited areas, to navigate extreme topographical conditions or preserve significant features such as rock formations, important vegetation, trees, or other environmental features, trail width may be reduced to four (4) feet for a maximum distance of fifty (50) feet.
2. Connector trails shall be ADA compliant in accordance with U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) and applicable federal accessibility standards.
3. Trail surface will be a compactable aggregate material, such as decomposed granite, as detailed below:



4. The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and seven (7) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
5. In areas of transition to the regional trail network, trailheads, or areas of high pedestrian traffic, the trail surface shall transition to reinforced concrete or asphalt.
6. Sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, FSORAG guidelines will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

EXHIBIT N
TIF Offset Request Documentation
(Required for each Eligible Transportation Improvement)

For Construction, Installation, Other:

- Copy of Approved Plan
- Copy of As-Built Record Drawings
- For each Eligible Transportation Improvement:
    - Notices, Bid Forms, Contract Documents (demonstrating compliance with public procurement requirements)
    - Unit Prices and Quantities
    - Approved Pay Applications
    - Bills Paid Affidavits
    - Certificates of Payment (which may, at Engineer's sole discretion, be delivered as a customary engineer's statement on a Pay Application) executed by Engineer

For All Eligible Transportation Improvements:

- A written, signed, and notarized Developer Certificate in the form set forth below

TIF Agreement Reference (Name, Parties, Date, Subdivision Name): _____

DEVELOPER CERTIFICATE FOR TIF OFFSETS REQUEST

In connection with the request for TIF Offsets under the referenced Agreement, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The TIF Offset request has not been the subject of any prior request submitted to the City.

3. The TIF Offset Documentation submitted to the City is a true and accurate representation of the actual costs associated with the construction of the Eligible Transportation Improvements.

4. The Developer is in compliance with the terms and provisions of the Development Agreement between the City and the Developer.

5. The Developer agrees to cooperate with the City in conducting its review of the submitted information and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

6. Improvements for which credit is being sought were publicly bid.

7. The total amount of Eligible Transportation Improvements is $_____

I hereby certify that the above representations and warranties are true and correct.

DEVELOPER NAME

_____ a _____ _____

By:_____

Its:_____

By:_____

Printed Name:_____

Title:_____

Date:_____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 202___, by _____, _____ of _____, on behalf of the Developer.

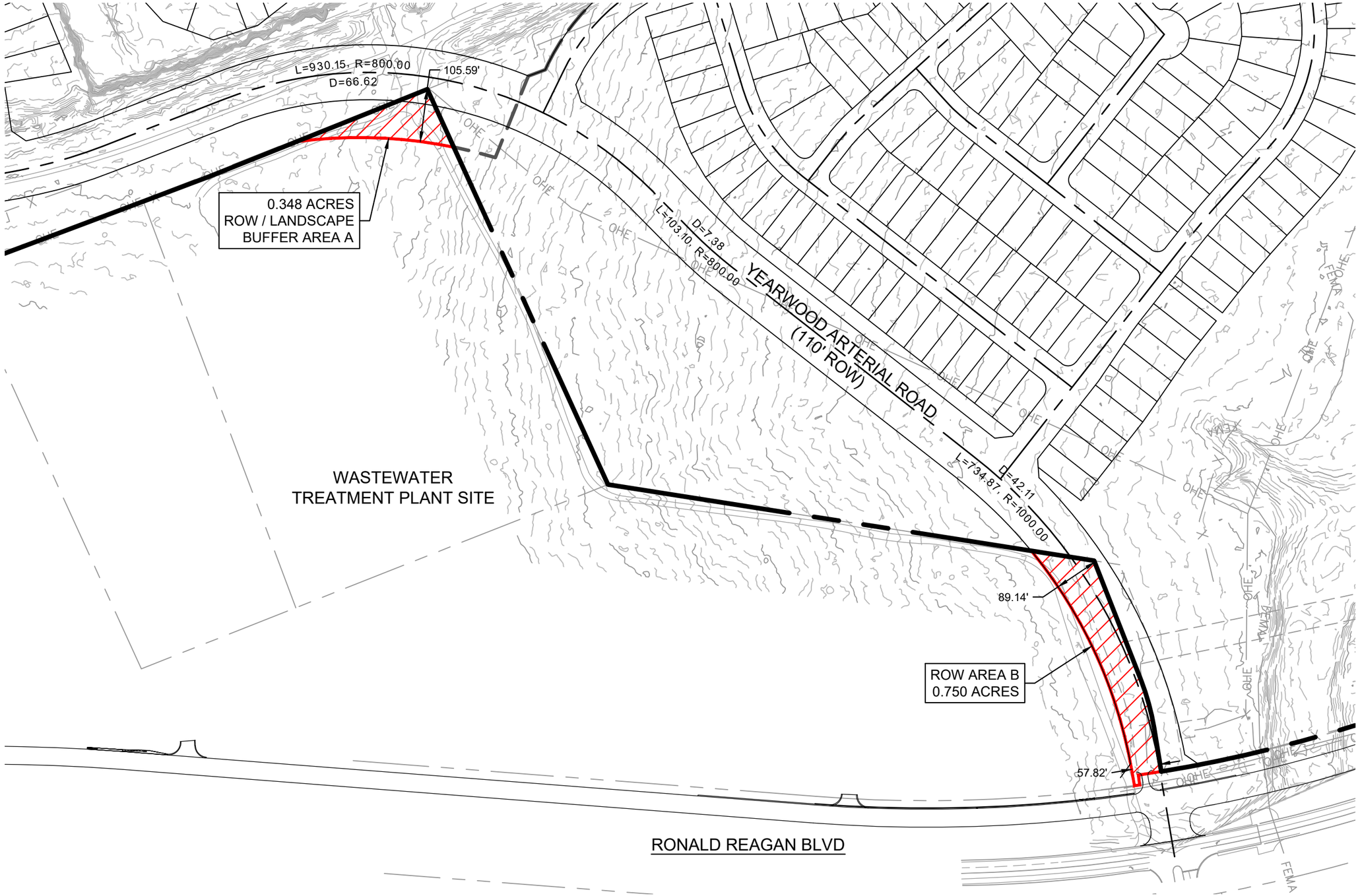
(*seal*)

_____

Notary Public, State of _____

EXHIBIT O

RIGHT OF WAY EXHIBIT



SCALE: 1" = 200'

GRAPHIC SCALE IN FEET

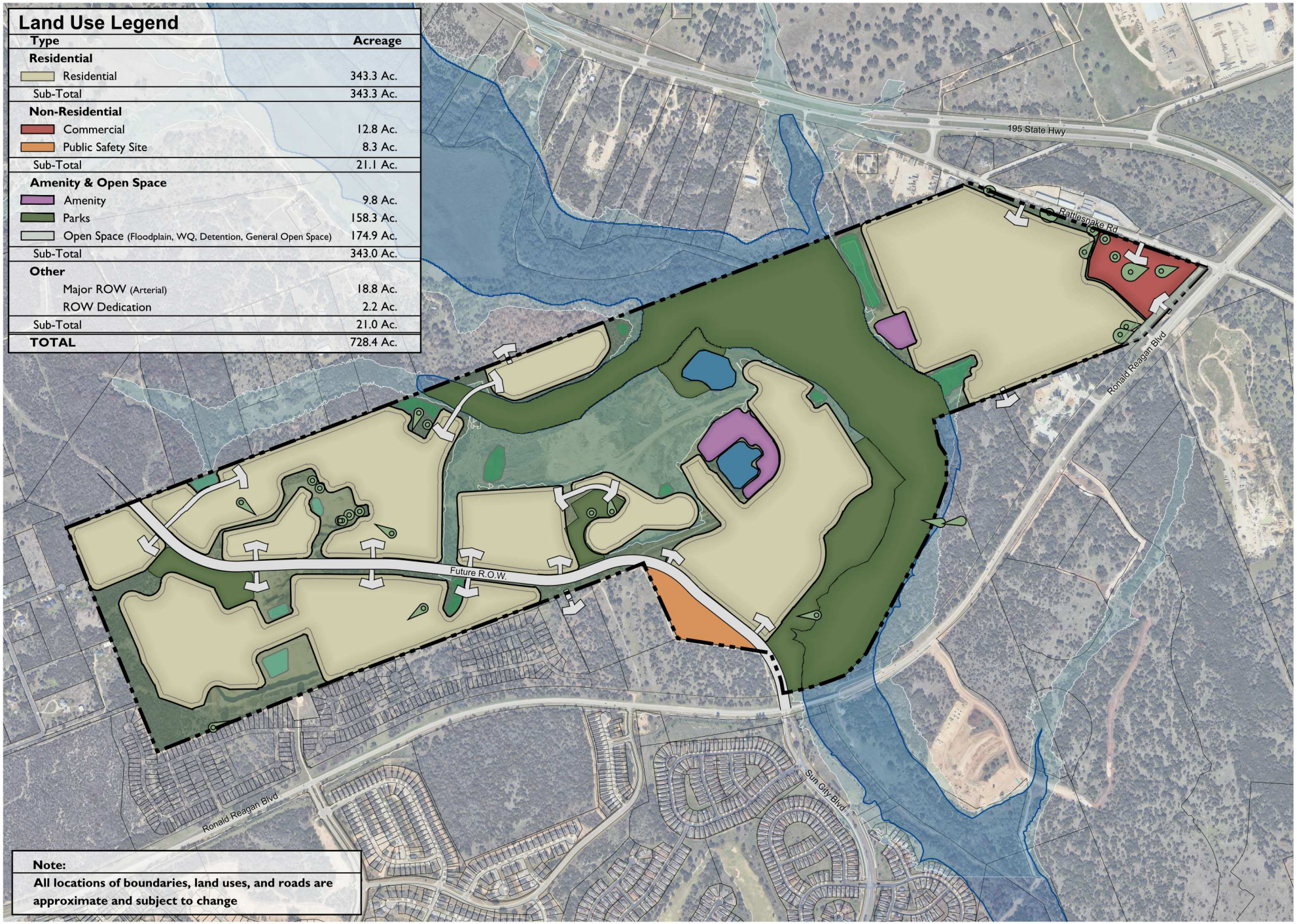
0 100 200 400

PROJECT:	1622-12068	DRAWN BY:	MKS
DATE:	7/22/2026	CHECKED BY:	JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1622 FREEHOLD\12068 YEARWOOD TRACT\CAD\EXHIBITS\26-0722 - ARTERIAL ROW EXHIBIT.DWG DATE: 7/22/2026 8:09:25 AM BY: MSULLIVAN

EXHIBIT P



Land Use Legend

Type	Acreage
Residential	
Residential	343.3 Ac.
Sub-Total	343.3 Ac.
Non-Residential	
Commercial	12.8 Ac.
Public Safety Site	8.3 Ac.
Sub-Total	21.1 Ac.
Amenity & Open Space	
Amenity	9.8 Ac.
Parks	158.3 Ac.
Open Space (Floodplain, WQ, Detention, General Open Space)	174.9 Ac.
Sub-Total	343.0 Ac.
Other	
Major ROW (Arterial)	18.8 Ac.
ROW Dedication	2.2 Ac.
Sub-Total	21.0 Ac.
TOTAL	728.4 Ac.

Note:
All locations of boundaries, land uses, and roads are approximate and subject to change

YEARWOOD • **CONCEPTUAL LAND PLAN**

Scale: 1" = 1/4 Mile

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accura completeness. This plan is concep change, and does not represent ar approval
L:\2024\24003807 Yearwood Parce PUD\Exhibits\Land Use Plan\Conc

Exhibit Q

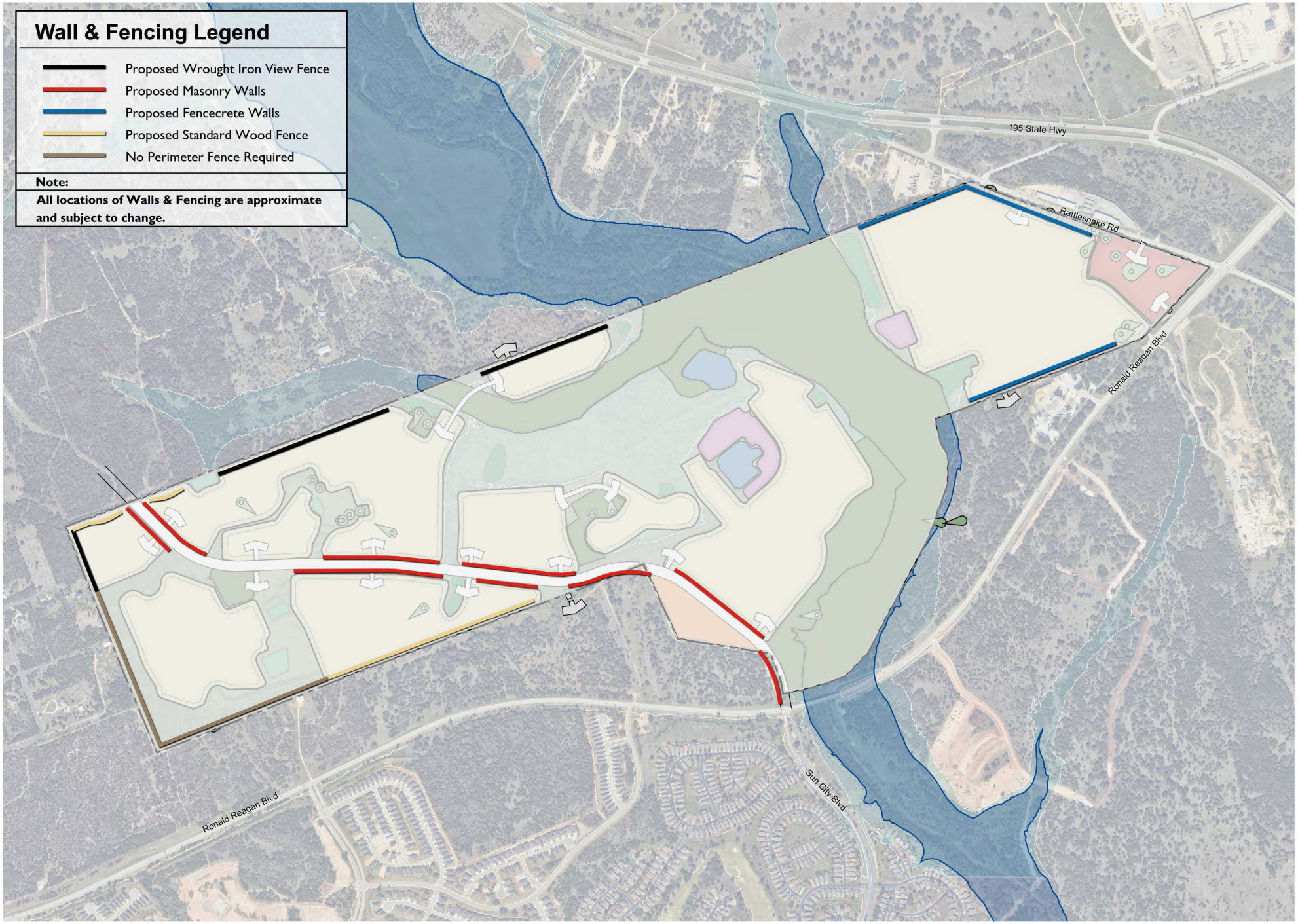
TREE SCHEDULE

KEY	TREE # [DATE] SURVEY	TREE # [DATE] SURVEY (delete column if n/a)	DBH SIZE	MULTI-STEM Measurements	HALF CRITICAL ROOT ZONE	LATIN NAME	COMMON NAME

LEGEND	D= DEAD OR DISEASED (separate inventory required for review and approval by city arborist)
P= PROTECTED (TO REMAIN)	
HT= HERITAGE TREE (TO REMAIN)	NP= NOT PROTECTED
R-P= REMOVAL OF PROTECTED TREE	C= CREDIT TREES
R-HT= REMOVAL OF HERITAGE TREE	X= PROHIBITED SPECIES (MUST BE REMOVED)
I= INVASIVE/CONTROLLED	** = MITIGATED AT 1:5

		REQUIRED	PROVIDED
TOTAL NUMBER OF ALL PROTECTED AND HERITAGE TREES		X TREES	X TREES
TOTAL NUMBER OF PROTECTED TREES REQUIRED TO REMAIN		X TREES	X TREES
PROTECTED TREE PRESERVATION CALCULATION		X PROTECTED TREES * .2 = X TREES TO REMAIN	
X PROTECTED TREES / X ACRES = X TREES (PER ACRE)		X TREES PER ACRE	X TREES PER ACRE
TREE DENSITY * (0.2)= MINIMUM TOTAL # OF PROTECTED TREES REQUIRED TO REMAIN ON SITE		X TREES	X TREES
SOME PUDS & DAS MAY HAVE HIGHER MINIMUM DENSITY REQUIREMENT PERCENTAGES FOR EXAMPLE 40%		X	X

EXHIBIT R



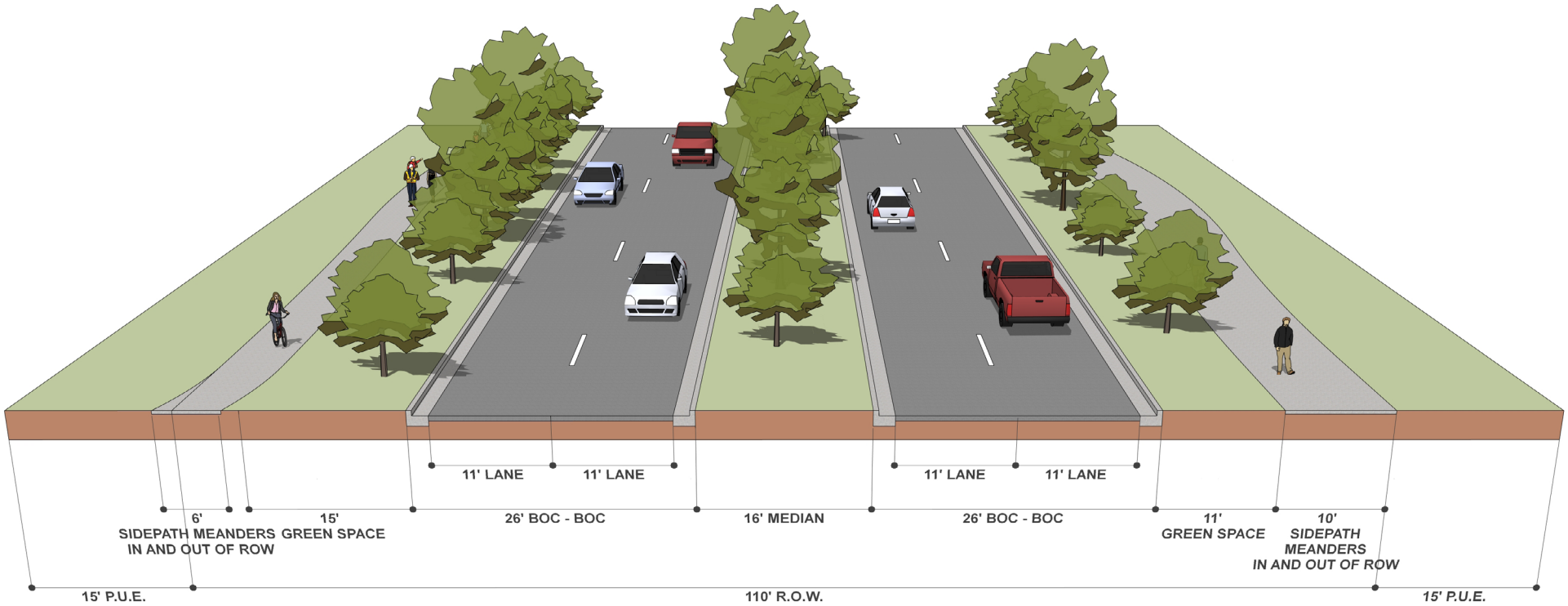
RVi

YEARWOOD • **CONCEPTUAL WALL & FENCING PLAN**

Scale: 1" = 1/4 Mile

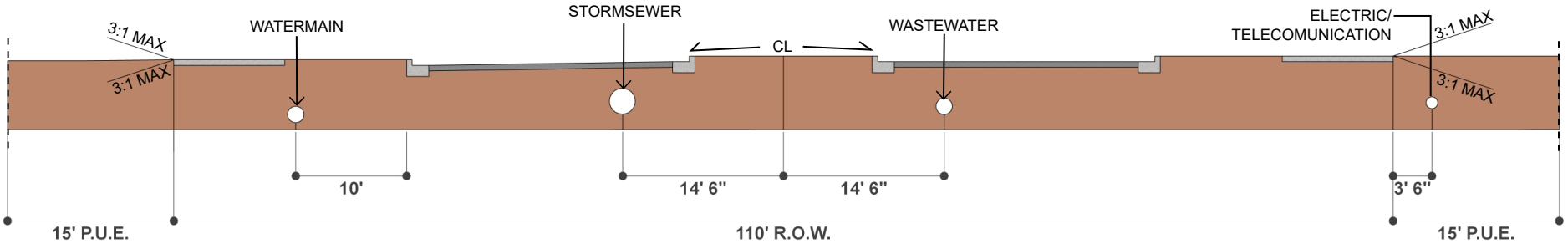
PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is concept change, and does not represent an approval
L:\2024\24009807 Yearwood Pierce PUD\Exhibits\Wall & Fence Exhibit

EXHIBIT S



CROSS SECTION

N.T.S



UTILITIES

N.T.S

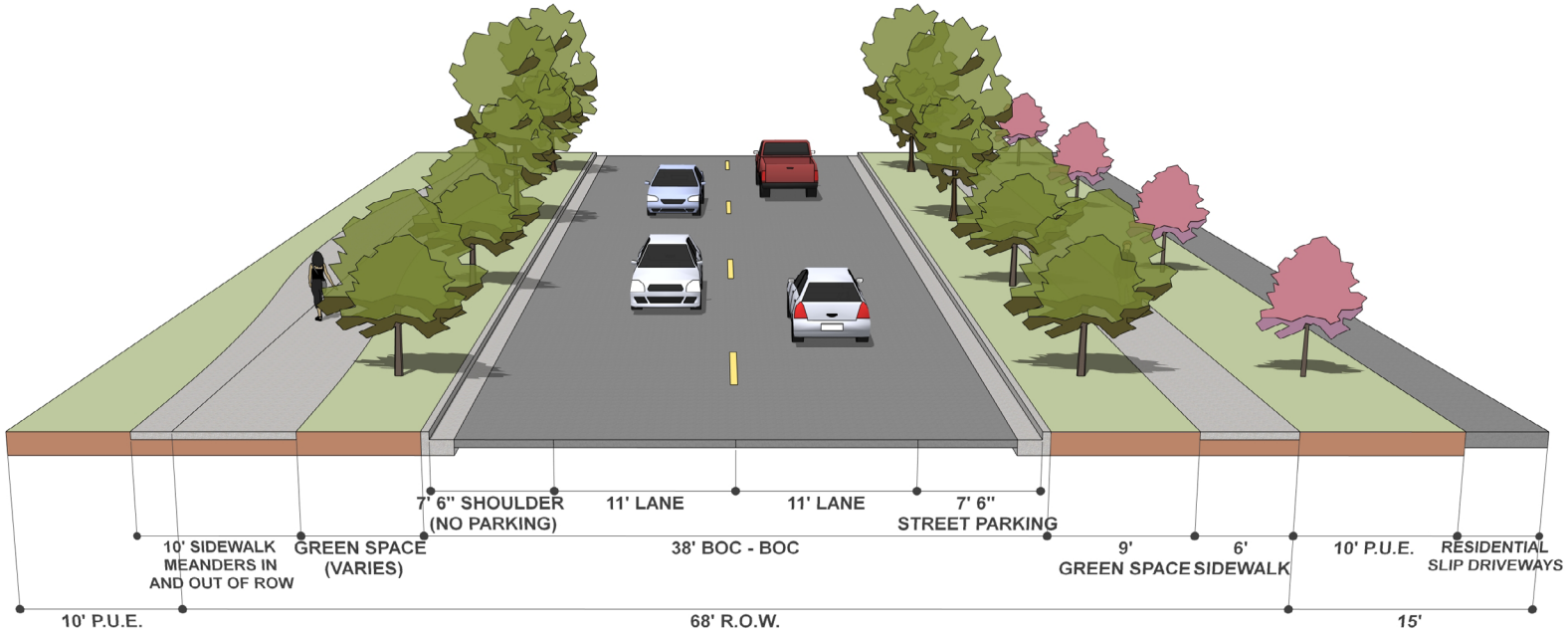
NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **DESIGN SPEED - 40 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

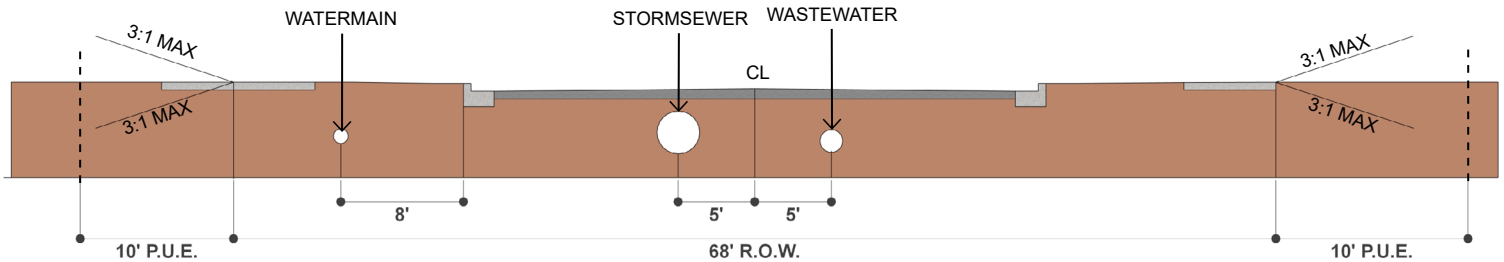
YEARWOOD PARCEL STREET SECTION • 110' R.O.W. MINOR ARTERIAL & UTILITIES

August 20, 2026



CROSS SECTION

N.T.S



UTILITIES

N.T.S

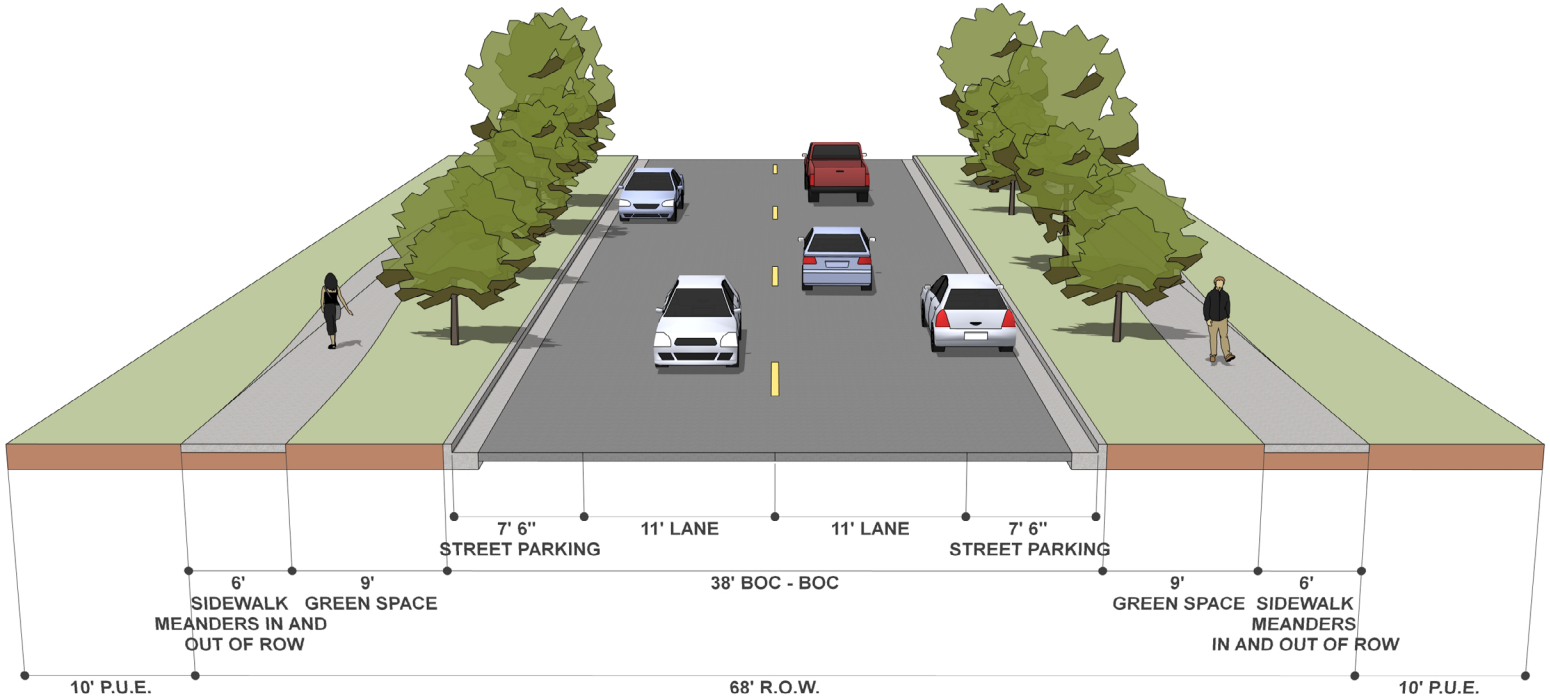
NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **SHADE TREES PLANTED BETWEEN BACK-OF-CURB AND SIDEWALK SHALL NOT REQUIRE A ROOT BARRIER PROVIDED THE SEPARATION BETWEEN THE BACK-OF-CURB AND SIDEWALK IS A MINIMUM OF 9 FEET.**
- **DESIGN SPEED - 30 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

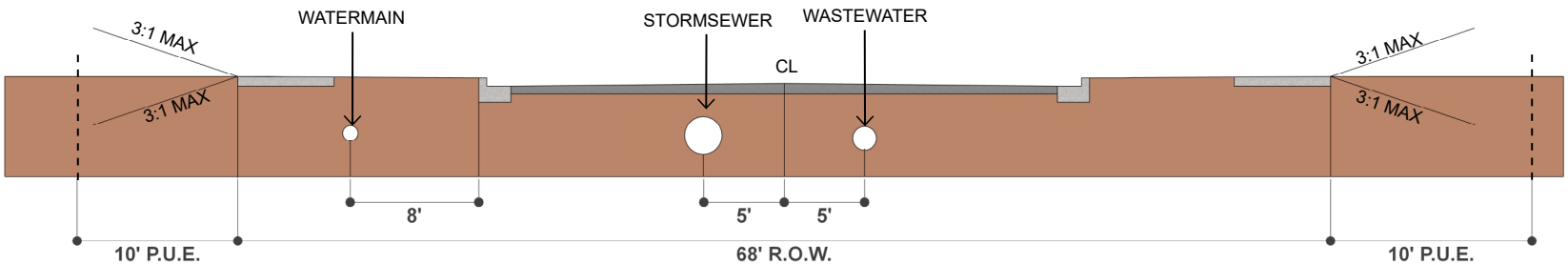
YEARWOOD PARCEL STREET SECTION • 68' R.O.W. NEIGHBORHOOD COLLECTOR & UTILITIES

August 20, 2026



CROSS SECTION

N.T.S



UTILITIES

N.T.S

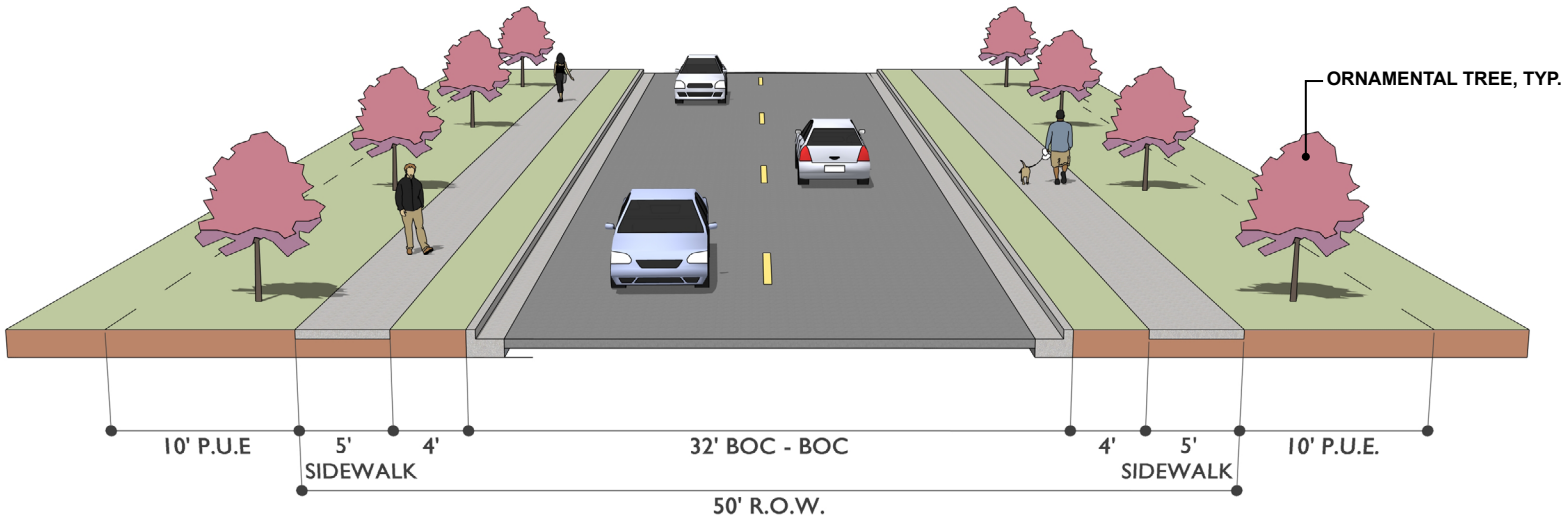
NOTE:

- **SHADE TREES PLANTED BETWEEN BACK-OF-CURB AND SIDEWALK SHALL NOT REQUIRE A ROOT BARRIER PROVIDED THE SEPARATION BETWEEN THE BACK-OF-CURB AND SIDEWALK IS A MINIMUM OF 9 FEET.**
- **DESIGN SPEED - 30 MPH**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

YEARWOOD PARCEL STREET SECTION • 68' R.O.W. RESIDENTIAL COLLECTOR & UTILITIES

August 20, 2026



CROSS SECTION

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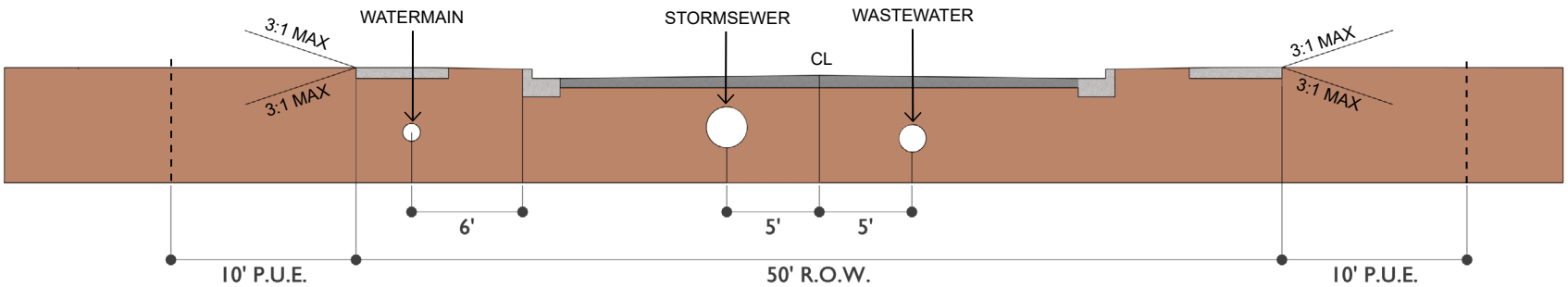


UTILITIES

N.T.S

NOTE:

- **UTILITY LOCATIONS: ALL UTILITY AND PUE LOCATIONS/ LAYOUTS CAN BE MODIFIED IN ORDER TO PRESERVE ENVIRONMENTAL FEATURES AND HERITAGE TREES.**
- **DESIGN SPEED - 30 MPH**
- **PROJECT ADT RANGE: 1 - 1,000**
- **NO TREES ARE ALLOWED IN THE 4' LOCAL ROAD PLANTER STRIP**
- **SUBJECT TO CHANGE**

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

YEARWOOD PARCEL STREET SECTION • 50' R.O.W. LOCAL STREET & UTILITIES

August 20, 2026

City of Georgetown, Texas
City Council
September 8, 2026

SUBJECT:
Public Hearing and First Reading - Amendment to Ordinance No. 2021-94 for TIRZ No. 6

SUGGESTED ACTION:
Public Hearing and First Reading of an Amendment to Ordinance No. 2021-94 designating Reinvestment Zone Number 6 -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
An Ordinance of the City Council of the City of Georgetown, Texas, amending Ordinance No. 2021-94 which designated Tax Increment Reinvestment Zone Number Six by extending the term of Tax Increment Reinvestment Zone Number Six; by adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Six; by amending the City's participation in the Zone; providing a repealing clause; providing a severability clause; and providing an effective date

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
TIRZ # 6 Amended Ordinance 1st Reading - Final.pdf
Georgetown Ordinance Amending TIRZ No. 6 â€" Termination Date, Project & Financing Plan.pdf
TIRZ 6 Resolution.pdf

Item Under Consideration: TIRZ #6

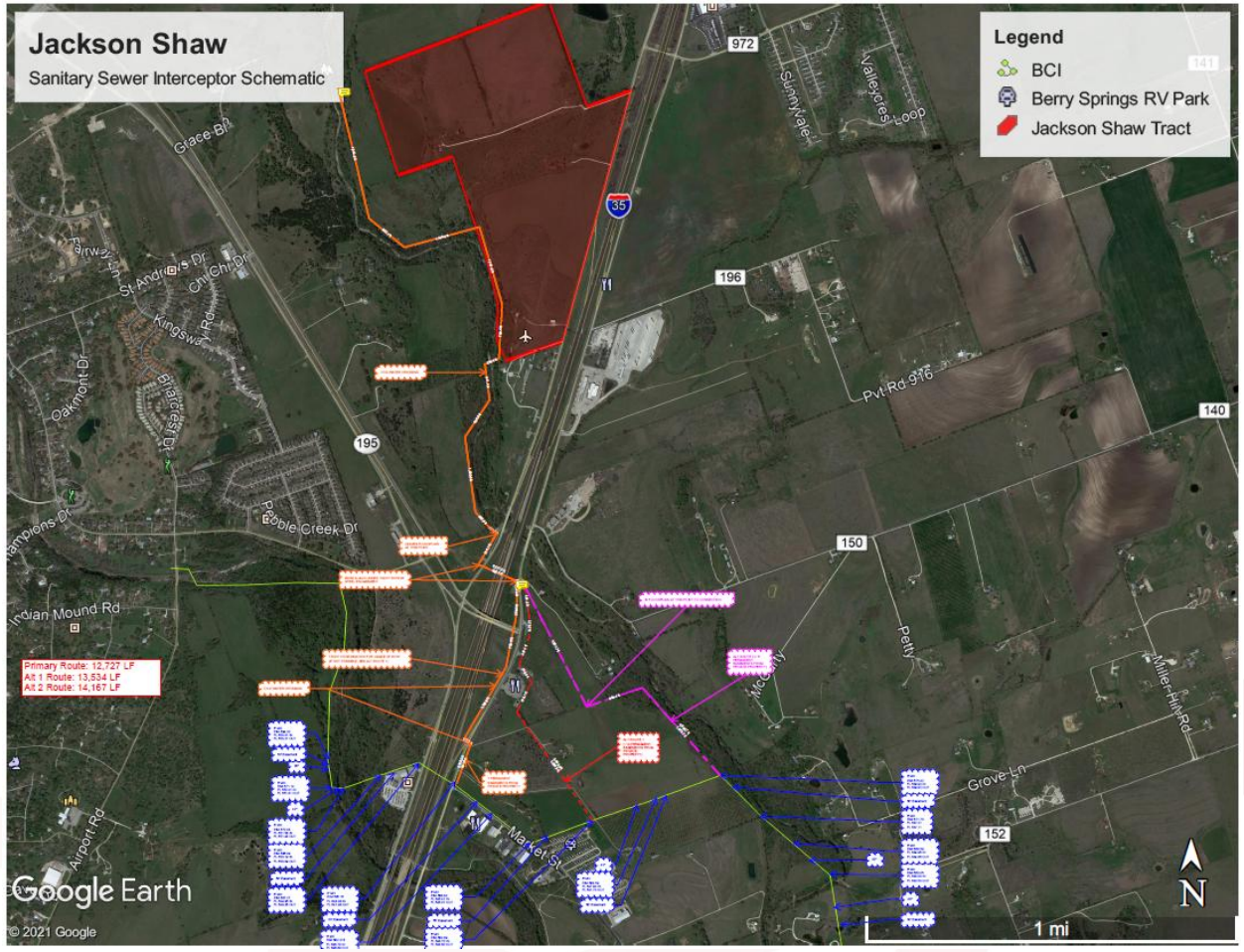
Location of Zone

224 acres generally located at 4800-5300 N. IH 35 on the west side of Interstate 35 in north Georgetown, Texas, positioned north of the State Highway 195 intersection and south of County Road 143.

TIRZ Financed Project

- In December 2021, the Georgetown City Council unanimously approved agreements to create Tax Increment Reinvestment Zone (TIRZ) Number Six.

- The TIRZ was set up to finance the Dry Berry Creek Interceptor, to bring sanitary sewer service to the site
- Over 12,000 linear feet of 36” sanitary sewer trunk line
- Line runs along the Dry Berry Creek bed to connect with the Berry Creek Interceptor
- Jackson Shaw will construct the line
- The original estimated cost of the project was $10,000,000



Original TIRZ Financing Structure

- Creation of a TIRZ with a 2021 “base year”

- City of Georgetown will contribute to the fund based on a 15-year schedule, beginning in 2024 and ending in 2038
  - Years 1-5 = 60% contribution
  - Years 6-10 = 55% contribution
  - Years 11-15 = 50% contribution

Proposed Changes to TIRZ

- Years 1-5(2022-2026) = 60% contribution
- Years 6-10(2027-2031) = 55% contribution
- Years 11-15(2032-2042) = 50% contribution

Item Under Consideration

An Ordinance of the City Council of the City of Georgetown, Texas, amending Ordinance No. 2021-94 which designated Tax Increment Reinvestment Zone Number Six by extending the term of Tax Increment Reinvestment Zone Number Six; by adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Six; by amending the City's participation in the Zone; providing a repealing clause; providing a severability clause; and providing an effective date.

ORDINANCE NO. 2026-____

An Ordinance of the City Council of the City of Georgetown, Texas, amending Ordinance No. 2021-94 which designated Tax Increment Reinvestment Zone Number Six by extending the term of Tax Increment Reinvestment Zone Number Six; by adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Six; by amending the City's participation in the Zone; providing a repealing clause; providing a severability clause; and providing an effective date.

Whereas, the City Council adopted Ordinance No. 2021-94 designating Tax Increment Reinvestment Zone Number Six (the "Zone") to promote the development or redevelopment of the area, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

Whereas, Ordinance No. 2021-94 provides that the Zone terminates on December 31, 2038; and

Whereas, the City Council desires to extend the term of Zone so that the Zone terminates on December 31, 2042; and

Whereas, in compliance with the Act, the City called a public hearing to receive comments on the extension of the term of the Zone and its benefits to the City and the property in the Zone; and

Whereas, in compliance with the Act, notice of the public hearing was published in a newspaper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

Whereas, such public hearing was convened at the time and place mentioned in the published notice, to -wit, on the _th day of ___.2026 at 6:__ p.m., at the City Council Chambers in the City Hall of the City of Georgetown, Texas, which hearing was then closed; and

Whereas, the City Council, at such public hearing, invited any interested person, or the person's representative, to appear and speak for or against the extension of the term of the Zone Number Six and owners of property within the Zone and other interested parties were given the opportunity at such public hearing to protest the extension of the term of the Zone; and

Whereas, in compliance with the Act, the City previously approved a Preliminary Project and Financing Plan for the Zone; and

Whereas, in compliance with the Act, the Board of Directors of the Zone has reviewed, approved, and recommends that the City Council approve the proposed Final Project and Financing Plan for the Zone attached hereto as Exhibit "A"; and

Whereas, the City Council after having reviewed the proposed Final Project and Financing Plan desires to approve the same;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2. The Final Project and Financing Plan as set forth in Exhibit "A" attached hereto is hereby approved and adopted.

Section 3. The term of the Zone is hereby amended to provide that the Zone terminates on December 31, 2042 with the collection of 2042 tax increment in 2043; and that Section 5 of Ordinance No. 2021-94 is hereby amended to read as follows:

> "Section 5. The Zone shall take effect on adoption of this Ordinance, and the termination of the Zone shall occur on December 31, 2042 (with collection of 2042 tax increment in 2043), or at an earlier time designated by subsequent ordinance of the City Council, or at such time subsequent to the issuance of any tax increment bonds, if any, that all project costs, tax increment bonds, notes or other obligations of the Reinvestment Zone, and the interest thereon, if any, have been paid in full."

Section 4. The City's participation in the Zone is hereby amended by amending Section 8 of Ordinance No. 2021-94 to read as follows:

> "Section 8. The City will participate in the Zone by contributing and depositing into the Tax Increment Fund sixty percent (60%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2022 through and including 2026; fifty-five percent (55%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years for years 2027 through and including 2031; and fifty percent (50%) of the City's tax increment from real property ad valorem taxes assessed and collected for tax years 2032 through and including 2042."

Section 5. All provisions of the ordinances of the City of Georgetown, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Georgetown not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

Section 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED on First Reading on the __ day of _____ 2026.

APPROVED AND ADOPTED on Second Reading on the ___ day of _____ 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

CAPITOL MARKET RESEARCH

North Georgetown Business Park

Economic Analysis for Potential TIRZ District

Prepared for

Ms. Laurie Brewer
Assistant City Manager
City of Georgetown
113 E. 8th Street
Georgetown, Texas 78627

By

Capitol Market Research, Inc.
1102 West Avenue, Suite 100
Austin, Texas 78701

On

December 7, 2021

Table (1)

Absorption Summary

North Georgetown Business Park

Year	Absorption		
	Industrial Sq. Ft.	Multi-Family Units	Retail Sq.Ft.
2021	0	0	0
2022	236,000	0	0
2023	0	0	25,000
2024	0	0	25,000
2025	50,000	0	25,000
2026	52,000	300	25,000
2027	56,000	0	25,000
2028	61,000	0	25,000
2029	65,000	0	0
2030	68,000	0	0
2031	79,000	0	0
2032	84,000	0	0
2033	89,000	0	0
2034	95,000	0	0
2035	100,000	0	0
2036	107,000	0	0
Total	1,142,000	300	150,000

Source: Capitol Market Research, December 2021 Development Summary.xls

Summary of Absorption estimates by property type

Table (2)
Average Building Value by Type
Georgetown Market Area

Land Use Category	Taxable Value	Square Footage	Value Per Sq.Ft.	Number of Units	Value per Unit
Industrial Space	$41,273,584	502,345	$82.16	n.a.	n.a.
Apartments	$369,592,735	2,135,606	$173.06	2,093	$176,585
Multi-tenant Retail	$91,576,160	548,860	$166.85	n.a.	n.a.

development summary.xls

Source: WCentral Appraisal District 2020 Taxable Values
Sample of Existing Buildings in Georgetown
Selected and compiled by Capitol Market Research, December 2021

Table (3)
Value Added by Property Type
North Georgetown Business Park

Year	Industrial Absorption in SF	Industrial Assessed Value	Multi-Family Absorption in Units	Multi-Family Assessed Value	Retail Absorption in SF	Retail Assessed Value	Planned Development Value
2021	0	$0	0	$0	0	$0	$0
2022	236,000	$19,352,000	0	$0	0	$0	$19,352,000
2023	0	$0	0	$0	25,000	$4,175,000	$4,175,000
2024	0	$0	0	$0	25,000	$4,175,000	$4,175,000
2025	50,000	$4,100,000	0	$0	25,000	$4,175,000	$8,275,000
2026	52,000	$4,264,000	300	$52,975,500	25,000	$4,175,000	$61,414,500
2027	56,000	$4,592,000	0	$0	25,000	$4,175,000	$8,767,000
2028	61,000	$5,002,000	0	$0	25,000	$4,175,000	$9,177,000
2029	65,000	$5,330,000	0	$0	0	$0	$5,330,000
2030	68,000	$5,576,000	0	$0	0	$0	$5,576,000
2031	79,000	$6,478,000	0	$0	0	$0	$6,478,000
2032	84,000	$6,888,000	0	$0	0	$0	$6,888,000
2033	89,000	$7,298,000	0	$0	0	$0	$7,298,000
2034	95,000	$7,790,000	0	$0	0	$0	$7,790,000
2035	100,000	$8,200,000	0	$0	0	$0	$8,200,000
2036	107,000	$8,774,000	0	$0	0	$0	$8,774,000
Total	1,142,000	$93,644,000	300	$52,975,500	150,000	$25,050,000	$139,607,500

Source: Capitol Market Research, December 2021

Development Summary.xls

Table (4)

Projected Tax Values 2021 - 2036

North Georgetown Business Park

Year	GTWN Taxable Value (January 1)	Planned Development Value	GTWN Taxable Value (December 31)	Inflated Value at (2.5%)	TIRZ Tax Revenue
2021	$550,786	$0	$550,786	$564,556	$2,264
2022	$564,556	$19,352,000	$19,916,556	$20,414,470	$81,862
2023	$20,414,470	$4,175,000	$24,589,470	$25,204,206	$101,069
2024	$25,204,206	$4,175,000	$29,379,206	$30,113,686	$120,756
2025	$30,113,686	$8,275,000	$38,388,686	$39,348,404	$157,787
2026	$39,348,404	$61,414,500	$100,762,904	$103,281,976	$414,161
2027	$103,281,976	$8,767,000	$112,048,976	$114,850,201	$460,549
2028	$114,850,201	$9,177,000	$124,027,201	$127,127,881	$509,783
2029	$127,127,881	$5,330,000	$132,457,881	$135,769,328	$544,435
2030	$135,769,328	$5,576,000	$141,345,328	$144,878,961	$580,965
2031	$144,878,961	$6,478,000	$151,356,961	$155,140,885	$622,115
2032	$155,140,885	$6,888,000	$162,028,885	$166,079,607	$665,979
2033	$166,079,607	$7,298,000	$173,377,607	$177,712,047	$712,625
2034	$177,712,047	$7,790,000	$185,502,047	$190,139,598	$762,460
2035	$190,139,598	$8,200,000	$198,339,598	$203,298,088	$815,225
2036	$203,298,088	$8,774,000	$212,072,088	$217,373,890	$871,669
Total	$1,634,474,679	$171,669,500	$1,806,144,179		$7,423,704

Source: Capitol Market Research, December 2021 Development Summary.xls

Tax revenue assumes the current City of Georgetown tax rate of $0.4010

Table (5)
Multi-Tenant Industrial Buildings in Development
Georgetown, Texas

Map No.	Name	Address	Developer Name	Size	Status
1	3033 Airport Road	3033 Airport Road	Texas Outdoor Power	110,000	Approved
2	Blue Springs Business Park	2900 S US Hwy 183	Molto properties	604,064	Submitted
3	Chula Caliza	Texas 195	Centric Commercial	203,125	Approved
4	Gateway 35	2550 North IH-35	Titan Development	1,133,530	Construction
5	Georgetown Logistics Park	Aviation Drive	Stonelake Capital	618,169	Approved
6	GTX Logistic Park	900 FM 972	Colliers International	3,434,782	Planned
7	Longhorn Junction Logistics Ctr	SE Inner Loop	Hilco Real Estate	447,000	Submitted
8	North Georgetown Business Pk	4811-4815 N IH-35	Jackson Shaw	1,540,260	Submitted
9	NorthPark35	101 Velocity Drive	Titan Development	503,730	Construction
10	Woodgate Corporate Park	4045 Airport Road	Cantera Real Estate Group	116,624	Construction
	Total Square Feet			8,711,284	

Source: Capitol Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_Ind_gtn_2021.xls

EXHIBIT "A"
Final Project and Financing Plan
Tax Increment Reinvestment Zone Number Six

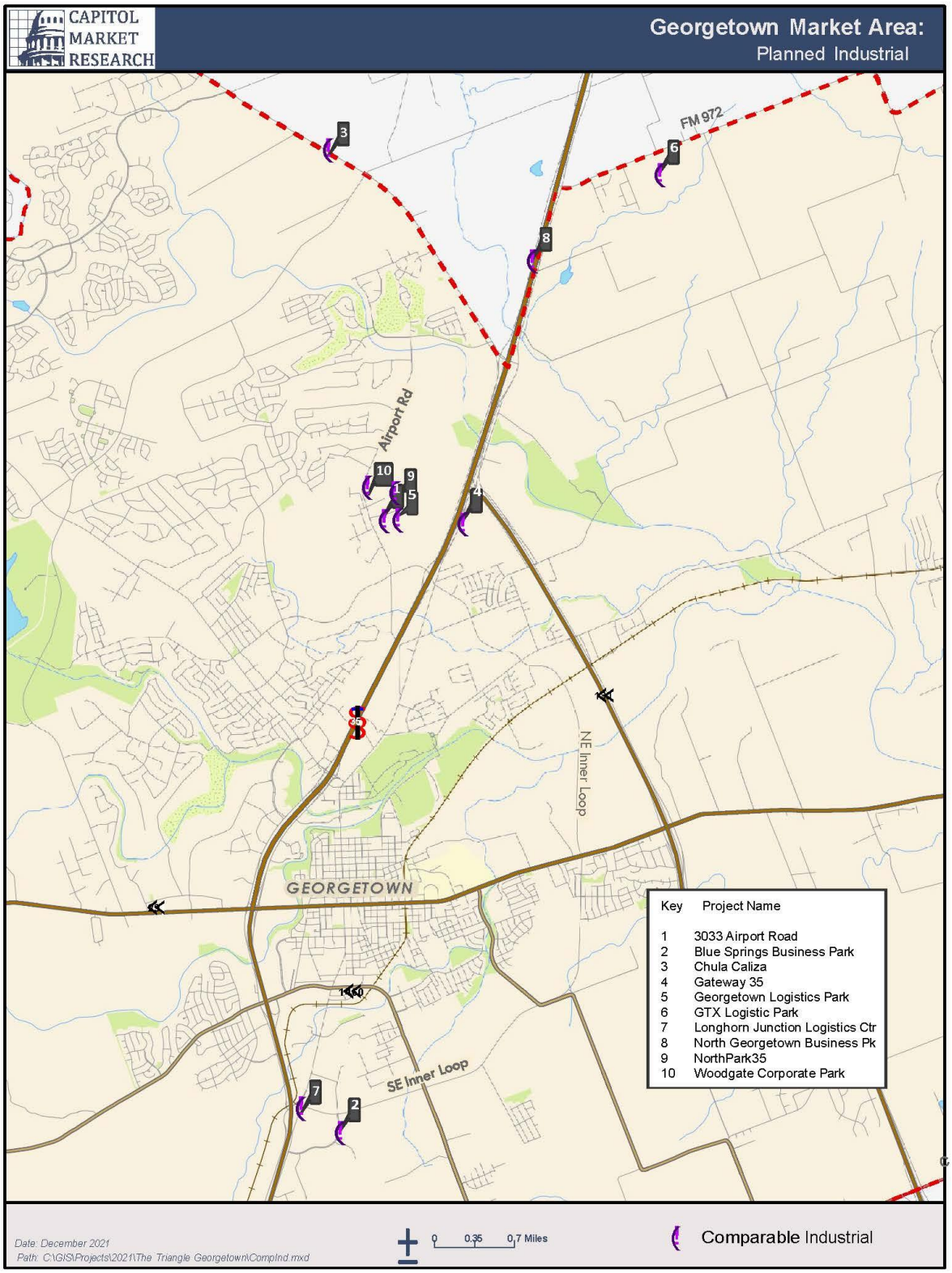


Table (6)
Industrial Project Timing
Georgetown, Texas

Map No.	Name	Sq.Ft.	First Bldg. Delivered	*2021*	*2022*	*2023*	*2024*	*2025*	*Future*
1	3033 Airport Road	110,000	tbd	...	...	...	...	...	110,000
2	Blue Springs Business Park	604,064	Mar-22	...	604,064	...	...	...	...
3	Chula Caliza	203,125	Aug-22	...	40,625	...	...	...	162,500
4	Gateway 35	1,133,530	Jun-22	...	294,250	...	...	...	839,280
5	Georgetown Logistics Park	618,169	Mar-23	...	...	495,450	...	...	122,719
6	GTX Logistic Park	3,434,782	tbd	...	...	...	...	...	3,434,782
7	Longhorn Junction Logistics Ctr	447,000	tbd	...	...	...	...	...	447,000
8	North Georgetown Business Pk	1,540,260	Sep-22	...	236,000	...	...	...	595,347
9	NorthPark35	503,730	Oct-21	331,030	172,700	...	...	...	...
10	Woodgate Corporate Park	116,624	Mar-22	...	116,624	...	...	...	...
	Total Square Feet	8,711,284		331,030	1,464,263	495,450	0	0	5,711,628

Source: Capitol Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_ind_gtn_2021.xls

Table (7)
Industrial Demand Forecast
Georgetown and North Georgetown Business Park

Year	MSA	Market Area			Subject				
	Annual Demand	Market Area %	Demand (Sq.Ft.)	Additions (Sq.Ft.)	Capture Rate	Competitive Capture Rate	Blended Capture Rate	Absorption (Sq.Ft.)	Cumulative Absorption (Sq.Ft.)
2021	2,368,000	11.2%	265,216	331,030	*17.7%*	*30.0%*	*23.8%*	63,229	63,229
2022	3,123,200	11.6%	362,291	1,464,263	*17.7%*	*30.7%*	*24.2%*	87,580	150,809
2023	2,179,200	12.0%	261,504	495,450	*17.7%*	*31.3%*	*24.5%*	64,087	214,897
2024	1,788,800	12.4%	221,811	0	*17.7%*	*32.0%*	*24.8%*	55,099	269,996
2025	1,539,200	12.8%	197,018	0	*17.7%*	*32.7%*	*25.2%*	49,597	319,593
2026	1,552,000	13.2%	204,864	0	*17.7%*	*33.3%*	*25.5%*	52,255	371,848
2027	1,587,200	13.6%	215,859	216,000	*17.7%*	*34.0%*	*25.8%*	55,779	427,627
2028	1,651,200	14.0%	231,168	231,000	*17.7%*	*34.7%*	*26.2%*	60,506	488,133
2029	1,705,600	14.4%	245,606	246,000	*17.7%*	*35.3%*	*26.5%*	65,104	553,237
2030	1,721,600	14.8%	254,797	255,000	*17.7%*	*36.0%*	*26.8%*	68,389	621,626
2031	1,907,200	15.2%	289,894	290,000	*17.7%*	*36.7%*	*27.2%*	78,776	700,402
2032	1,955,200	15.6%	305,011	305,000	*17.7%*	*37.3%*	*27.5%*	83,900	784,302
2033	2,000,000	16.0%	320,000	320,000	*17.7%*	*38.0%*	*27.8%*	89,090	873,392
2034	2,048,000	16.4%	335,872	336,000	*17.7%*	*38.7%*	*28.2%*	94,628	968,020
2035	2,096,000	16.8%	352,128	352,000	*17.7%*	*39.3%*	*28.5%*	100,382	1,068,402
2036	2,147,200	17.2%	369,318	369,000	*17.7%*	*40.0%*	*28.8%*	106,514	1,174,916
Total			4,432,358	5,210,743			*26.5%*	1,174,916	

Source: Capitol Market Research, Georgetown City Records and Developer Interviews, December 2021

compsites_ind_2020.xls

Table (8)

Industrial Absorption Forecast

North Georgetown Business Park

Year	Subject				
	Subject Demand	Cumulative Demand	New Industrial Space Added	Cumulative Industrial SF Added	Cumulative Demand less SF Added
2021	63,229	63,229	0	0	63,229
2022	87,580	150,809	236,000	236,000	(85,191)
2023	64,087	214,897	0	236,000	(21,103)
2024	55,099	269,996	0	236,000	33,996
2025	49,597	319,593	50,000	286,000	33,593
2026	52,255	371,848	52,000	338,000	33,848
2027	55,779	427,627	56,000	394,000	33,627
2028	60,506	488,133	61,000	455,000	33,133
2029	65,104	553,237	65,000	520,000	33,237
2030	68,389	621,626	68,000	588,000	33,626
2031	78,776	700,402	79,000	667,000	33,402
2032	83,900	784,302	84,000	751,000	33,302
2033	89,090	873,392	89,000	840,000	33,392
2034	94,628	968,020	95,000	935,000	33,020
2035	100,382	1,068,402	100,000	1,035,000	33,402
2036	106,514	1,174,916	107,000	1,142,000	32,916
Total	1,174,916		1,142,000		

Capitol Market Research, December 2021 compsites_ind_2020.xls

Annual Demand is from Table (7). Build out estimated by CMR.

Table (9)

Multi-Family Projects in Development

Georgetown Market Area

Map No	Project	Address	Units	Developer	Status	Zoning
1	Allora North Georgetown	2815 N Austin Avenue	432	Trammel Crow Res.	Construction	C-3
2	Alta Austin Avenue	2601 N Austin Avenue	312	Wood Partners	Construction	MF-2
3	Alta Berry Creek	2201 SH 195	300	Wood Partners	Submitted	PUD
4	Arco and Pilare	2510 Bell Gin Road	350	KCG Development	Approved	PUD
5	Ascend Westinghouse	500 Westinghouse Rd.	300	DHI Communities	Construction	PUD
6	Chapel Hill Apartments	401 Westinghouse Rd.	324	Duke Companies	Construction	ETJ
7	Georgetown Heights (BFR)	512 Northwood Drive	100	Wan Bridge	Construction	TF
8	Morgan Georgetown	5400 North Mays Street	336	Morgan Group	Construction	PUD
9	North Gtwn Business Park	4811-4815 N Ih-35	300	Jackson Shaw	Planned	MF-2
10	Residences at Stillwater (AH)	1500 NE Inner Loop Rd	192	Pedcor	Construction	MF-2
11	Summit Lofts	1500 Rivery Blvd	256	TAC, Inc.	Construction	PUD
12	Vida Apartments (MI)	2900 NE Inner Loop	124	BT Cobb Development	Construction	MF-1
13	Villas of Georgetown	516 Wolf Ranch Pkwy	288	Western Securities	Approved	C-3
14	Windmill Hill Apartments	1221 Westinghouse Rd.	350	Mid-America Apts	Construction	MF-2
15	Wolf Ranch II	1845 W University Ave	321	McCann Realty	Construction	PUD
	Total Units		**4,285**			

Source: Capitol Market Research, Review of City records, developer interviews, December 2021 compsite_apt_gtn_2021.xls

EXHIBIT "A"
Final Project and Financing Plan
Tax Increment Reinvestment Zone Number Six

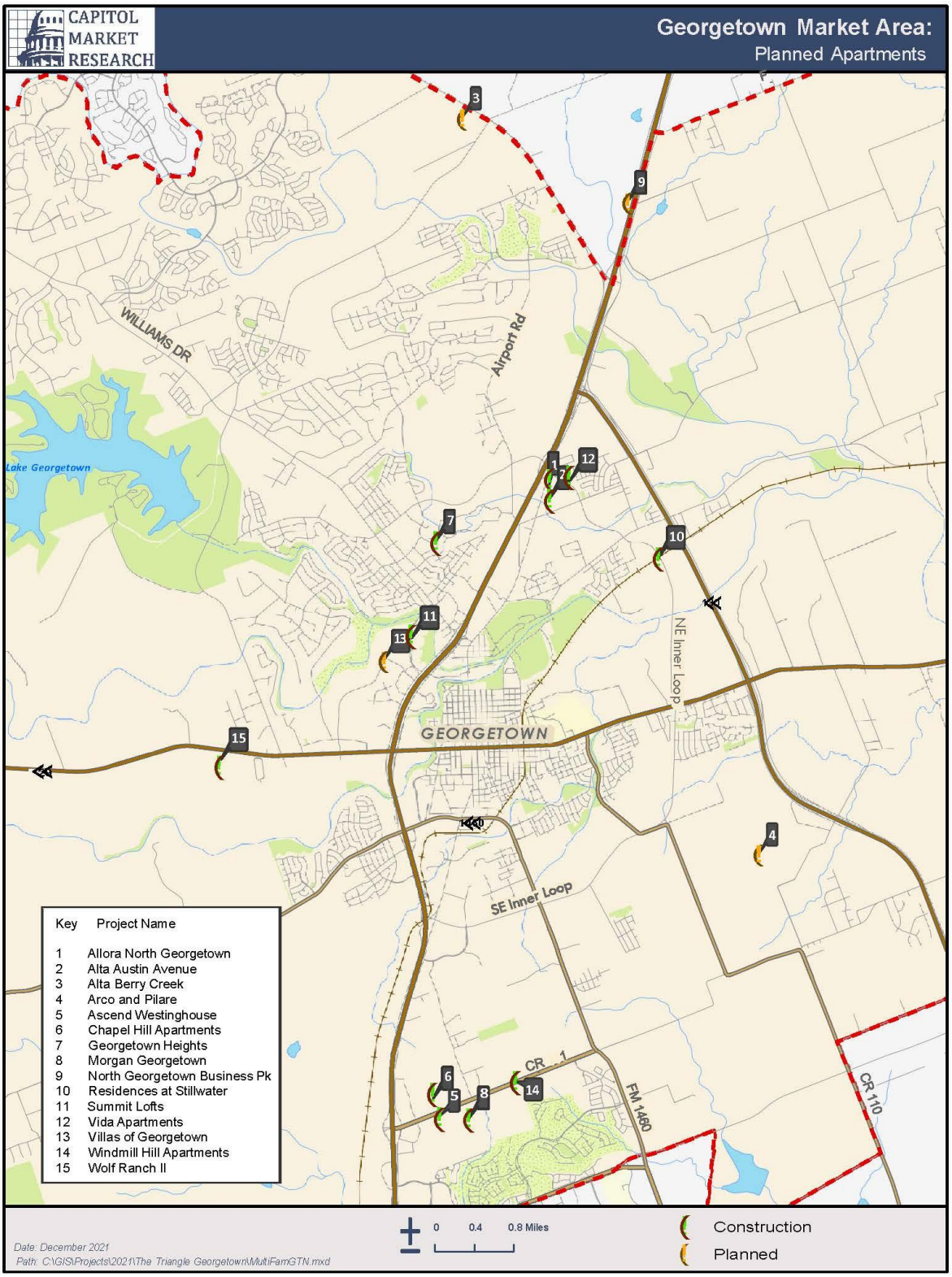


Table (10)

Multi-Family Project Timing

Georgetown Market Area

Map No.	Project Name	First Unit Delivery	Units Planned	*2021*	*2022*	*2023*	*2024*	*2025*	*Future*
1	Allora North Georgetown	Sep-22	432	...	200	232	...	...	...
2	Alta Austin Avenue	Feb-22	312	...	312	...	...	...	...
3	Alta Berry Creek	Feb-23	300	...	...	300	...	...	...
4	Arco and Pilare	Mar-23	350	...	...	300	50	...	...
5	Ascend Westinghouse	Jan-23	300	...	...	300	...	...	...
6	Chapel Hill Apartments	Mar-22	324	...	324	...	...	...	...
7	Georgetown Heights (BFR)	Mar-22	100	...	100	...	...	...	...
8	Morgan Georgetown	Oct-22	336	...	120	216	...	...	...
9	North Gtwn Business Park	Jan-25	300	...	...	...	...	300	...
10	Residences at Stillwater (AH)	May-21	192	192	...	...	...	...	...
11	Summit Lofts	Feb-22	256	...	256	...	...	...	...
12	Vida Apartments (MI)	Oct-22	124	...	62	62	...	...	...
13	Villas of Georgetown	Mar-23	288	...	...	288	...	...	...
14	Windmill Hill Apartments	Feb-22	350	...	350	...	...	...	...
15	Wolf Ranch II	Sep-22	321	...	160	161	...	...	...
		Total New Units:	4,285	192	1,884	1,859	50	300	0
		Demand:		592	640	692	747	805	
		Annual Excess (shortage) of Demand:		400	(1,244)	(1,167)	697		...

Source: Capitol Market Research, Review of City records, developer interviews, December 2021 compsite_apt_gtn_2021.xls

Table (11)

Multi-Family Housing Demand Forecast

Market Area and Subject demand

Year	Market Area		Subject				
	Demand	Additions	Proportional Capture Rate	Competitive Capture Rate	Blended Capture Rate	Subject Demand	Cumulative Unit Demand
2021	393	192	*7.0%*	*15.0%*	*11.0%*	43	43
2022	409	1,884	*7.0%*	*15.0%*	*11.0%*	45	88
2023	427	1,859	*7.0%*	*15.0%*	*11.0%*	47	135
2024	445	50	*7.0%*	*15.0%*	*11.0%*	49	184
2025	465	0	*7.0%*	*15.0%*	*11.0%*	51	235
2026	485	480	*7.0%*	*15.0%*	*11.0%*	53	288
2027	505	510	*7.0%*	*15.0%*	*11.0%*	56	344
2028	528	530	*7.0%*	*15.0%*	*11.0%*	58	402
2029	551	550	*7.0%*	*15.0%*	*11.0%*	61	463
2030	575	570	*7.0%*	*15.0%*	*11.0%*	63	526
2031	599	600	*7.0%*	*15.0%*	*11.0%*	66	592
2032	624	620	*7.0%*	*15.0%*	*11.0%*	69	661
2033	650	650	*7.0%*	*15.0%*	*11.0%*	72	733
2034	676	680	*7.0%*	*15.0%*	*11.0%*	74	807
2035	703	700	*7.0%*	*15.0%*	*11.0%*	77	884
2036	731	730	*7.0%*	*15.0%*	*11.0%*	80	964
Total	8,765	10,605			*11.0%*	964	

Capitol Market Research, December 2021 compsite_apt_gtn_2021.xls

Note: Market Area forecasted apartment demand from Table (9), supply based on currently under construction product listed in Table (10), approximating demand starting in 2024. Subject Capture Rate based on the percentage of mixed commercial land in subject as a percentage of similar land in five other mixed-use communities in the market area, and the Competitive Rate as established by CMR.

Table (12)

Multi- Family Housing Absorption Forecast

North Georgetown Business park

Year	Subject				
	Subject Demand	Cumulative Demand	New TIRZ Units Added	Cumulative Units Added	Cumulative Demand less Units Added
2021	43	43	0	0	43
2022	45	88	0	0	88
2023	47	135	0	0	135
2024	49	184	0	0	184
2025	51	235	0	0	235
2026	53	288	300	300	(12)
2027	56	344	0	300	44
2028	58	402	0	300	102
2029	61	463	0	300	163
2030	63	526	0	300	226
2031	66	592	0	300	292
2032	69	661	0	300	361
2033	72	733	0	300	433
2034	74	807	0	300	507
2035	77	884	0	300	584
2036	80	964	0	300	664
Total	964		300		

Capitol Market Research, Decmber 2021 compsite_apt_gtn_2021.xls

Annual Demand is from Table (11). The delivery schedule was estimated by CMR.

Table (13)
Planned & Under Construction Retail Projects
Georgetown Market Area

Map No	Name	Address	Developer / Broker	Size	Anchor	Status
1	Bluebonnet Plaza	1310 West University Ave	JLL	100,000	Academy Sports	Construction
2	Cedar Breaks West	4600 Williams Dr	Durham & Bassett	115,000	Chase Bank	Construction
3	North Gtwn Business Park	4811-4815 N. IH-35	Jackson Shaw	150,000	tbd	Planned
4	WestingHouse & A.W. Grimes	3900 FM 1460	Resolut RE	38,650	tbd	Planned
5	Westinghouse Rd Corp Cntr	1200 Westinghouse Rd	TIG Realtors	40,000	tbd	Planned
6	Wolf Crossing	916 West University Dr.	JLL	142,900	tbd	Construction
7	Wolf Lakes Village	1010 West University Dr.	Wolf Lakes LP	521,377	HEB	Planned
8	Woodlake Crossing	4720 Williams Dr	ORYX	21,183	tbd	Construction
	Total Square Feet			**1,129,110**		

Source: Capitol Market Research, City of Georgetown site plans, developer interviews, December 2021 composite_retail.xls

EXHIBIT "A"
Final Project and Financing Plan
Tax Increment Reinvestment Zone Number Six

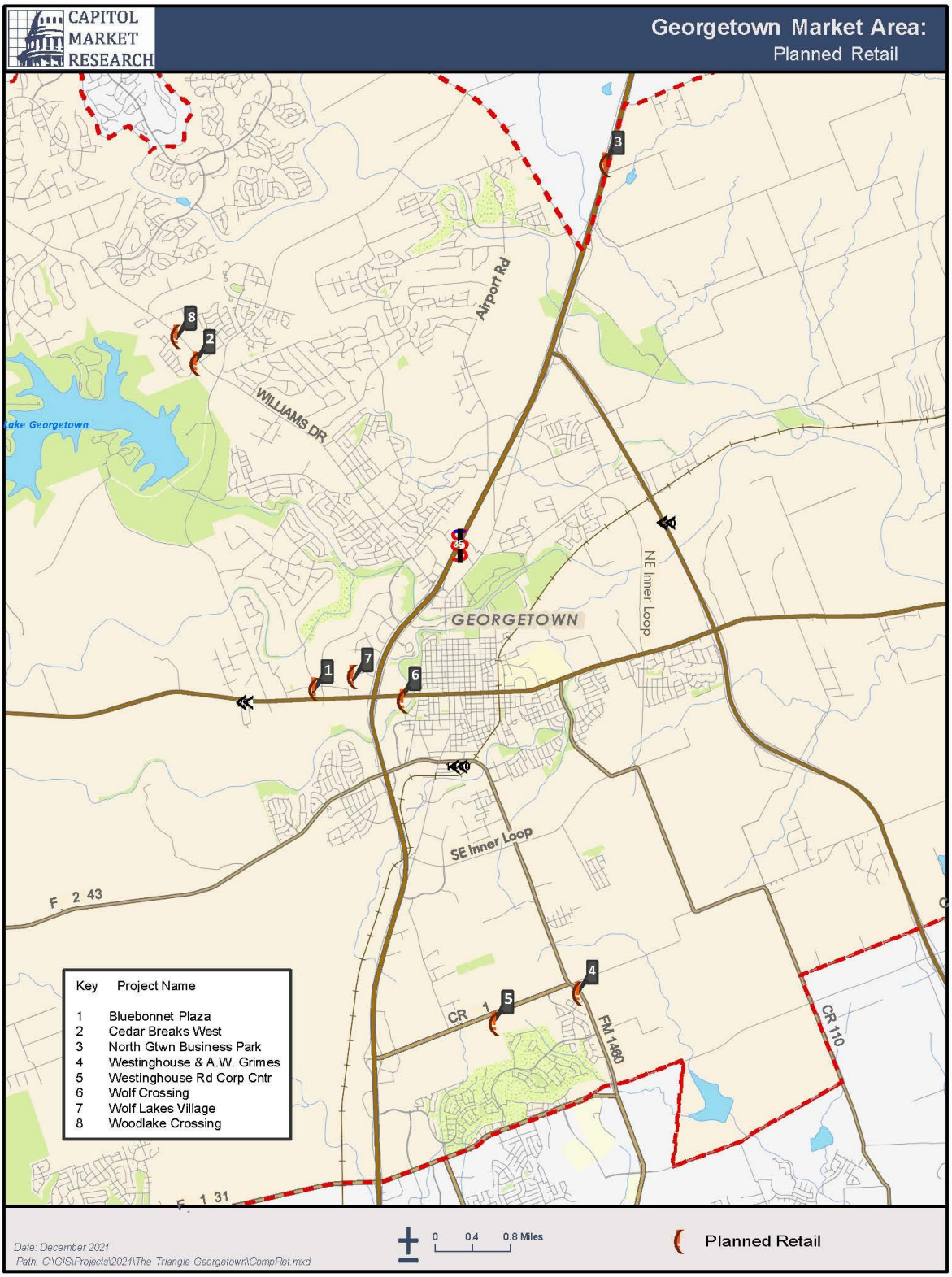


Table (14)

Planned Retail Project Timing

Georgetown Market Area

Map No.	Name	Size	*2021*	*2022*	*2023*	*2024*	Future
1	Bluebonnet Plaza	100,000	.....	.....	.....	.....	100,000
2	Cedar Breaks West	115,000	.....	.....	.....	.....	115,000
3	North Gtwn Business Park	150,000	.....	.....	.....	.....	150,000
4	WestingHouse & A.W. Grimes	38,650	.....	.....	.....	.....	38,650
5	Westinghouse Rd Corp Cntr	40,000	.....	.....	.....	.....	40,000
6	Wolf Crossing	142,900	.....	32,000	.....	.....	110,900
7	Wolf Lakes Village	521,377	.....	.....	117,000	.....	404,377
8	Woodlake Crossing	21,183	.....	.....	.....	.....	.....
	Total	1,129,110	0	32,000	117,000	0	958,927

Source: Capitol Market Research, City of Georgetown site plans, developer interviews, December 2021 compsite_retail.xls

Table (15)
Retail Demand Forecast
Market Area and Subject Demand

Year	Market Area		Subject				
	Demand in Sq.Ft.	Additions	Proportional Capture Rate	Competitive Capture Rate	Blended Capture Rate	Subject Demand	Cumulative Unit Demand
2021	122,369	0	*13.3%*	*20.0%*	*16.6%*	20,365	20,365
2022	125,333	32,000	*13.3%*	*20.0%*	*16.6%*	20,858	41,223
2023	128,719	117,000	*13.3%*	*20.0%*	*16.6%*	21,422	62,645
2024	132,093	0	*13.3%*	*20.0%*	*16.6%*	21,983	84,628
2025	135,825	136,000	*13.3%*	*20.0%*	*16.6%*	22,604	107,232
2026	139,433	139,000	*13.3%*	*20.0%*	*16.6%*	23,205	130,437
2027	143,010	143,000	*13.3%*	*20.0%*	*16.6%*	23,800	154,237
2028	146,872	147,000	*13.3%*	*20.0%*	*16.6%*	24,443	178,680
2029	150,817	151,000	*13.3%*	*20.0%*	*16.6%*	25,100	203,780
2030	154,733	155,000	*13.3%*	*20.0%*	*16.6%*	25,751	229,531
2031	158,603	159,000	*13.3%*	*20.0%*	*16.6%*	26,395	255,926
2032	162,438	162,000	*13.3%*	*20.0%*	*16.6%*	27,034	282,960
2033	166,221	166,000	*13.3%*	*20.0%*	*16.6%*	27,663	310,623
2034	169,725	170,000	*13.3%*	*20.0%*	*16.6%*	28,246	338,869
2035	173,371	173,000	*13.3%*	*20.0%*	*16.6%*	28,853	367,722
2036	177,166	177,000	*13.3%*	*20.0%*	*16.6%*	29,485	397,207
Total	2,386,727	2,027,000			*16.6%*	397,207	

Capitol Market Research, December 2021 compsite_apt_gtn_2021.xls

Table (16)

Retail Absorption Forecast

North Georgetown Business Park

Year	Subject				
	Subject Demand	Cumulative Demand	New Retail Space Added	Cumulative Industrial SF Added	Cumulative Demand less SF Added
2021	20,365	20,365	0	0	20,365
2022	20,858	41,223	0	0	41,223
2023	21,422	62,645	25,000	25,000	37,645
2024	21,983	84,628	25,000	50,000	34,628
2025	22,604	107,232	25,000	75,000	32,232
2026	23,205	130,437	25,000	100,000	30,437
2027	23,800	154,237	25,000	125,000	29,237
2028	24,443	178,680	25,000	150,000	28,680
2029	25,100	203,780	0	150,000	53,780
2030	25,751	229,531	0	150,000	79,531
2031	26,395	255,926	0	150,000	105,926
2032	27,034	282,960	0	150,000	132,960
2033	27,663	310,623	0	150,000	160,623
2034	28,246	338,869	0	150,000	188,869
2035	28,853	367,722	0	150,000	217,722
2036	29,485	397,207	0	150,000	247,207
Total	397,207		150,000		

Capitol Market Research, December 2021 compsites_ind_2020.xls

Annual Demand is from Table (7). Build out estimated by CMR.

Table (17)
Assessed Values by Property Type 2021

Industrial Assessed Values

Building Name	Street Address	City	County	Completion Date	Building Sq.Ft.	Assessed Value	Value per Sq.Ft.
Tasus Corp	211 Tasus Way	Georgetown	Williamson	2005	95,810	$8,966,899	$93.59
Gtwn Industrial Park	6757 Airport Blvd.	Georgetown	Williamson	1983	157,620	$10,379,841	$65.85
Tx Electric COOP	100 Coop Way	Georgetown	Williamson	1998	133,326	$9,374,093	$70.31
Oakmont Center Sec 7	33 Cypress Blvd.	Round Rock	Williamson	2001	74,880	$8,813,014	$117.70
Oakmont Center Sec 7	29 Cypress Blvd.	Round Rock	Williamson	1999	40,709	$3,739,737	$91.87
					502,345	41,273,584	$82.16

Apartment Community Assessed Values

Community Name	Street Address	City	Completion Date	Total No. Units	Building Sq.Ft.	Assessed Value	Value Per Unit
Villages of Georgetown	1400 Westinghouse Rd.	Georgetown	2017	410	354,066	$81,333,904	$198,375
Retreat at Wolf Ranch	2323 Wolf Ranch Pky	Georgetown	2017	303	268,556	$49,000,000	$161,716
Bexley Wolf Ranch	2300 Wolf Ranch Pky	Georgetown	2016	332	307,473	$53,165,000	$160,136
Carroll at Rivery Ranch	800 Wolf Ranch	Georgetown	2018	360	495,688	$69,079,642	$191,888
Mansions 54	5401 N Mays St	Georgetown	2020	418	467,100	$70,708,484	$169,159
Williamson at the Overlook	1 Gabriels Bluff Dr	Georgetown	2020	270	242,723	$46,305,705	$171,503
				2,093	2,135,606	$369,592,735	$176,585

Retail Assessed Values

Building Name	Street Address	City	County	Completion Date	Building Sq.Ft.	Assessed Value	Value per Sq.Ft.
The Summit at Rivery Park	1503 Rivery Blvd	Georgetown	Williamson	2017	66,000	$19,268,217	$291.94
Georgetown Crossing	901 S IH 35	Georgetown	Williamson	2000	72,613	$10,163,192	$139.96
Oak Meadows Marketplace	5731 Williams Drive	Georgetown	Williamson	2018	77,050	$13,902,940	$180.44
Williamsburg Village	3010 WILLIAMS DR	Georgetown	Williamson	1990	106,610	$12,549,539	$117.71
Georgetown HEB	4500 WILLIAMS DR	Georgetown	Williamson	2001	109,569	$17,732,555	$161.84
Republic Square	900 N AUSTIN AVE	Georgetown	Williamson	1986	117,018	$17,959,717	$153.48
					548,860	$91,576,160	$166.85

Source: WCAD taxable values for 2021 Values.xlxs

RESOLUTION NO. -____

A Resolution of the Board of Directors of City of Georgetown Texas Tax Increment Reinvestment Financing Zone Number Six (the "North Georgetown TIRZ"), approving the Final Project and Financing Plan for City of Georgetown Tax Increment Reinvestment Financing Zone Number Six; approving Amended and Restated TIF Zone Number Six Infrastructure Reimbursement Agreement with City of Georgetown and JSACQ / Georgetown, LP,; providing for an effective date.

WHEREAS, City Council for the City of Georgetown, Texas adopted Ordinance No. 2021-94- designating Tax Increment Reinvestment Financing Zone Number Six as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

WHEREAS, in compliance with the Act, the City Council previously approved a Preliminary Project and Financing Plan for Tax Increment Reinvestment Financing Zone Number Six (the "Preliminary Project and Financing Plan"); and

WHEREAS, in compliance with the Act the Board of Directors has reviewed and recommends that the City Council approve the Final Project and Financing Plan as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT FINANCING ZONE NUMBER SIX, THAT:

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. The Board of Directors hereby approves and recommends that the City Council for the City of Georgetown, Texas, approve the Final Project and Financing Plan as set forth in Exhibit "A" attached hereto.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

SECTION 4. All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This resolution shall take effect from and after its passage.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Tax Increment Reinvestment Financing Zone Number Six, on the _____ day of _____, 2026.

APPROVED

Board of Directors
Tax Increment Reinvestment Financing Zone Number Six

By: _____
Josh Schroeder, Chairperson

Exhibit "A"
Final Project and Financing Plan
Tax Increment Reinvestment Zone Number Six

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, 2026 by and between E Source Companies, LLC ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement for the initial term shall not exceed one hundred twenty-one thousand dollars ($121,000). Payment will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** This Agreement shall become effective on the date signed by the City. The term of the Agreement shall be from one (1) year.

6. **Performance.** Consultant, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Consultant shall undertake the work and complete it in a timely manner and in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

7. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

8. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

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9. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**

10. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

11. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

12. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

13. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City

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and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with this Agreement.

14. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

15. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

16. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

17. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

E Source Companies, LLC
Attn: Rebekah Cooksey
16633 Dallas Parkway, Suite 520
Addison, TX 75001
rebekah_cooksey@esource.com

Notice to the City:

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City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.masson@georgetowntexas.gov

18. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

19. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

20. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

21. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

22. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

23. **Advertising and Publicity**. Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

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24. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

25. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

30. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such

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expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

31. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

32. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

33. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

34. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

CITY OF GEORGETOWN	**CONSULTANT**
By: _____	By: Rebekah Cooksey
Name: Josh Schroeder, Mayor	Name, Title: Rebekah Cooksey, CFO
Date: _____	Date: 8/31/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit A
Scope of Services
Utility Billing Software Assessment

1. **Summary of Project/Background:**

The City of Georgetown provides five utility services: water, sewer, electric, drainage and solid waste. FY2025 annual billed revenue is projected to be $247 million. There are approximately 75,000 customers; including 66,389 water meters and 35,776 electric meters. The City provides water service, and also bills the external sewer service under interlocal agreements with the City of Liberty Hill, and the Parkside and Highlands MUDs. Conversely, the Jonah Special Utility District provides water service, and therefore bills sewer, drainage, solid waste and streetlight services on behalf of the City of Georgetown.

The City currently utilizes Itineris' UMAX365 for its utility billing and customer management functions. The system has been in place since 2023, with an on-premises original implementation in 2018. (Related products include Service Link for work orders, and the DataHub irrigation detection algorithm.) As our technology needs and the market for utility billing solutions have evolved, the City needs to understand the current requirements of the five utilities, any gaps between those needs and the current system, the "Total Cost of Ownership" (TCO) of our current system, a market comparison of other systems, and functionality that would be lost or gained from moving to a different system.

The purpose of this project is to engage a qualified third-party consultant to conduct a high-level requirements documentation, TCO analysis of our existing utility billing software system and support and to provide a comparative analysis of our current system against the functionality and estimated TCO of a representative selection of current utility billing software systems. A comparison would include estimated costs of a new system, support staff, as well as the upfront implementation costs to determine whether a different system would have a net beneficial cost impact. The findings will be used to inform future strategic planning and budget decisions related to our utility billing operations.

2. **Consultant Responsibilities**.

The Consultant shall:

A. Identify current gaps in utility requirements for rate structures, customer service offerings, reporting, and related business needs.

B. Identify high level functionality that may be gained or lost by transitioning to a new system.

C. Gain a clear and comprehensive understanding of the total financial and operational costs associated with our current utility billing software system.

D. Evaluate the current market of utility billing software systems, identifying key vendors and their capabilities.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

E. Provide a data-driven, long-term TCO comparison between our existing system and potential replacement options.

F. Address whether cost efficiency could be gained by improving the use of MDM, AMI, and software integrations in conjunction with the existing or a new billing system.

G. Identify opportunities for cost savings and increased efficiency within our utility billing software stack.

The Consultant shall provide the above services through the following phased approach:

Phase 0 Preparation and Kickoff

A. Formal Project Kickoff Meeting and project plan
B. CIS Industry Educational Workshops

Phase 1 System Requirements Gap Analysis

Consultant shall conduct a high-level system needs requirements with all stakeholder departments. Identify business processes and rate structures that the City currently desires to use but that are not available in our current product. Provide analysis of whether these processes/structures can be built in the current product and cost. Additionally, provide analysis as to whether these processes/structures are readily available in the market of comparable systems or require custom code development. Consultant shall also conduct an organizational staffing assessment.

A. Stakeholder departments include: Water/Sewer, Electric, Public Works (Stormwater Drainage, Solid Waste), Customer Care Call Center, Customer Billing, Customer Metering, Information Technology.

B. Needs requirements may include, but is not limited to: rate structures, billing features, customer service program offerings, reports, integrations, etc.

Phase 2 Total Cost of Ownership Analysis of Current System

The Consultant will conduct a thorough TCO analysis of the City's current utility billing software and support. This analysis shall include, but not be limited to, the following cost components:

A. **Direct Costs:**

1. Initial implementation and upgrade costs.
2. Annual software licensing and maintenance fees.
3. Hardware and infrastructure costs (servers, storage, networking).
4. Vendor support and service fees.

B. **Indirect and Operational Costs:**

1. Labor costs for system administration and maintenance.
2. Training costs for new and existing staff.
3. Costs associated with system integrations, customizations, and third-party add-ons.
4. Opportunity costs of inefficiencies and system risks.
5. Costs of future upgrades and migrations.
6. Any other recurring or non-recurring costs related to the system's operation.

Phase 3 Market Analysis and Comparative TSO

The Consultant will evaluate the current market for utility billing software and provide a comparative analysis for a future 10-year period. This will involve:

A. Identifying and profiling at least three to five utility billing software systems that are suitable for a municipality of our size and complexity; including identifying comparable utilities using those systems.

B. Researching each system's capabilities, features, and functionality, with a focus on core needs (meter work orders, billing, payment processing, customer self-service, and reporting) and utilizing the information provided in 3.1 Gap Analysis.

C. Analysis must include rate structures for the current four third-party contracts

D. Conducting a high-level TCO analysis for each of the selected alternative systems. This analysis should project direct, indirect, and operational costs over a 10-year period, using industry benchmarks and best practices. Key cost components should include:

1. Initial implementation, integration and data migration costs.
2. Ongoing licensing and support fees.
3. Projected hardware, infrastructure, and IT support costs.
4. Training and change management costs.

E. Identify 10 to 20 high level business processes or practices currently used by the City of Georgetown across the billing, or payment processing areas, focusing on processes identified by the City or Consultant as most critical; and compare how these processes would generally differ in each of the compared systems. This may also address billing processes that may be unique to

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Georgetown and not generally supported in billing systems used by similar organizations. Detailed analysis of the process or software steps is not desired, rather a simple comparison of whether the process is "built-in" the different systems and, if so, whether other software tools are known to be more efficient for these processes.

F. Identify additional support services provided by Itineris and compare those to support services provided by other potential providers. These may include services currently provided by Itineris such as on-demand functionality enhancements, development of additional modules such as excessive water use monitoring, and monthly customer success meetings.

G. Review the data analysis and reporting services offered by chosen software companies and provide an opinion on whether the City may lose or gain functionality in this area if different software was used.

Phase 4 High Level Technical review

The Consultant will investigate current and proposed uses of other software systems in the "meter-to-cash" software stack including meter data management (MDM), advanced metering infrastructure (AMI), and integration with other tools (GIS, outage management, work order ticketing, asset management, conservation DataHub) and how these systems are generally used in conjunction with the UMAX 365 billing software.

A. Analyze the City's current and proposed uses of AMI and MDM technologies, including the intention to use different MDM and AMI systems for the Electric and Water Utilities.

B. Identify ways in which billing system costs may be impacted by current and proposed use of MDM and AMI.

C. Determine whether the scope and number of software integrations used by City is comparable with similar organizations.

3. Deliverables. The Consultant shall provide:

A. A requirements matrix identifying functional gaps and comparing the capabilities of the current system to a selection of systems available in the market.

B. A detailed report and presentation summarizing the TCO of the current utility billing system from 2018 through 2028. This report should clearly itemize and categorize all identified costs. Include data how long it would take to recoup the costs of a new implementation and achieve a state where there is a net benefit of a less expensive system.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

C. A comparative analysis report that outlines the TCO for each alternative system, contrasting it with the TCO of the current system. This report should highlight the strengths and weaknesses of each system from both a functional and financial perspective. Include coverage of the support services provided by Itineris, how other companies or third-party vendors may provide these services, and what are standard costs for those services. Further, a general overview of whether improvements could be made in reporting and data analytics should be included.

D. Conclusions about the efficiency of current and proposed uses of AMI, MDM and software integrations; and, how the City may improve the overall efficiency of the "meter-to-cash" software stack/architecture.

E. A final comprehensive report that includes:

1. An executive summary of the project findings
2. Summary of the current system requirements and gap analysis
3. Comparative analysis of alternative systems including key functionality, support services, and data analytics; specifically stating what might be gained or lost by moving to another software.
4. A list of recommended system improvements, regardless of whether a new system is adopted
5. An overview of the utility billing software market and what might be expected in costs. Include findings on whether the size and functionality of the current system is appropriate for the City
6. The detailed TCO analysis of the current system versus other systems. Provide cost data on a per meter or per customer data after carefully defining what a "customer" or "meter" entails
7. Opinions regarding appropriate support staffing levels for a utility billing system and how those compare to existing levels.
8. General recommendations for more efficient use of MDM, AMI and software integrations in conjunction with the utility billing system
9. A final recommendation on whether the City should continue with the current system or consider a replacement supported by the functional assessment and TCO data.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

F. A final presentation to the City Manager and relevant Department Directors to present the findings and answer questions.

Items that are not expected as part of the deliverables include:

1. A full software requirements analysis.
2. Software company marketing materials (unless used as a source for critical data), or detailed technical analysis of the utility billing software stack.
3. An in-depth review of MDM systems. AMI systems or software integration is not expected, Instead a broad overview of these technology systems and general recommendations are desired.

4. Performance Standards.

A. Services shall meet the professional industry standards and comply with applicable federal, state, and local laws.

B. Consultant shall adhere to City deadlines unless prior written approval is obtained.

Consultant shall notify the City promptly of any issues that may impact services. Consultant shall be product agnostic.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit B
Supplemental Provisions

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit C
Payment Terms

Payment is a fixed fee, including expenses, in the not to exceed amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the milestone schedule listed below and upon completion of the services and written acceptance by the City.

The City will reimburse for actual travel expenses for up to five site visits provided that all travel must be approved by the City in advance, and reimbursement requests must include receipts with the exception of meals that will be billed per diem pursuant to the GSA rate for Georgetown Texas. Estimate of travel expenses for up to five site visits is $11,000. In no case may travel expenses exceed $11,000.

Schedule of Payment for each phase:

Table 3. Milestone Payment Table Based On Agreed Upon Deliverables

Milestone Payment Number	Deliverable	Milestone Payment Amount (USD)
1	NavigateOne™ CIS Business Requirements Analysis **(City of Georgetown Deliverable A)**	$18,000
2	TCO Analysis of UMAX from 2018 - 2028 **(City of Georgetown Deliverable B)**	$18,000
3	Market Analysis and Comparative TCO **(City of Georgetown Deliverable C)**	$18,000
4	AMI / MDM Technical Review **(City of Georgetown Deliverable D)**	$18,000
5	Draft Assessment Report **(City of Georgetown Deliverable E)**	$18,000
6	Final Assessment Report and Presentation **(City of Georgetown Deliverable F)**	$20,000
	Total Fixed-Fee for Utility Billing Software Assessment	$110,000

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit D
Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the

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subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Docusign Envelope ID: 572417C5-FC78-88D4-8128-923FA5F9DF62

Exhibit E
Certificate of Insurance