CITY COUNCIL REGULAR MEETING
WEDNESDAY - JULY 8, 2026 - 6:00 PM
Notice of AGENDA
Council Chamber/Municipal Court Building
2801 Ranch Road 1869
Liberty Hill, Texas 78642

Elisabeth Brown	**Tim Hennessy**
Jacquetta Thayer	**Diane Williams**
Wade Ashley	**Crystal Mancilla**
Michael Helbing	

LIVE VIDEO ACCESS AND RECORDINGS

The meeting will be streamed live via the link on the City's official Facebook page.

Following the meeting, a recording will be made available on the City's website at https://www.libertyhilltx.gov/agendacenter.

PLEASE SILENCE YOUR ELECTRONIC DEVICES

MAYOR OR CHAIR MAY REORDER AGENDA ITEMS AS NECESSARY

1) CALL TO ORDER

A. Establish Quorum
B. Invocation
C. Pledge of Allegiance
   - *"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."*
D. Texas Pledge
   - *"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*

2) PUBLIC COMMENTS

Comments on Non-Agenda Items:
Individuals wishing to address the governing body on matters not listed on the agenda must complete a Public Comment Form and submit it prior to the meeting. Each speaker is limited to three (3) minutes. No action may be taken during this portion of the meeting. Members of the governing body may respond only with factual information, references to existing policy, or requests that the subject be placed on a future agenda.

Comments on Agenda Items:
Individuals wishing to address an item listed on the agenda must complete a Public Comment Form, identify the specific agenda item, and submit the form prior to the item being considered. Speaker request forms may also be submitted electronically, to citysecretary@libertyhilltx.gov prior to the meeting.

3) CONSENT AGENDA

Consent Agenda items are routine or previously considered matters that the governing body anticipates approving without discussion. These items are enacted by a single motion unless a member of the governing body requests removal, in which case the item will be considered under the Regular Agenda.

A) Approval of the City Council Regular Meeting Minutes from June 24, 2026.
Minutes

B) Approval of the selection of two real estate firms, HDR Engineering, Inc., and KW ATX Broker LLC dba KW Commercial, as a result of Request for Qualifications for Real Estate Services, Solicitation ID: S2026-004 to provide broker and agent services on an as-needed basis.
Cover Sheet

C) Approval and acceptance of the City of Liberty Hill, Texas Annual Federal Single Audit Report for Year Ending September 30, 2025.
Cover Sheet
Federal Single Audit Report
Management Representation Letter

4) REGULAR AGENDA

A) Discussion and consideration of possible action approving a Professional Services Agreement with Griffin-Swinerton in the amount of $1,470,425.00 for Owner's Representative services related to the Downtown District project and authorizing the City Manager to execute same.
Cover Sheet
Professional Services Agreement

B) Discussion and consideration of possible action on a construction contract for the City Park Parking Lot Expansion in the amount of $2,481,119.00 to Patin Construction and authorizing the City Manager to execute same.

Cover Sheet
Contract
Bid Recommendation Letter
Bid Tabulation Report

C) Discussion and consideration of possible action to a construction contract with PROTA Utility Contractors in the amount of $667,216.00 for the repair of a damaged wastewater line associated with the South San Gabriel Phase I Sewer Line Project, and authorize the City Manager to execute the same.
Cover Sheet
Contract

D) Discussion and consideration of possible action appointing members to vacancies on the Parks & Recreation Advisory Board and Planning & Zoning Commission.
Cover Sheet

E) Discussion and consideration of possible action on adopting the Public Comment Policy establishing procedures for public participation before the City Council and City boards, commissions, and committees.
Cover Sheet
Public Comment Policy

5) DISCUSSIONS

A) Discussion regarding data centers.

6) CONVENE TO EXECUTIVE SESSION

City Council will convene into Executive Session for discussion of the following items pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072(Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).

A) Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding pending and potential litigation.

B) Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to discuss options and legal issues related to the purchase of property.

7) RECONVENE TO REGULAR SESSION

City Council will reconvene into Regular Session for deliberation and possible action of items as discussed in Executive Session in the previous agenda item.

8) ADJOURNMENT

NOTICE

The City Council, Boards, and Commissions reserve the right to convene, recess, realign, or adjourn into Executive Session at any time during the meeting, prior to adjournment, as authorized by Chapter 551 of the Texas Government Code.

In compliance with the Americans with Disabilities Act, the City of Liberty Hill provides reasonable accommodations for individuals attending meetings. Requests for accommodation should be made at least forty-eight (48) hours prior to the meeting. For assistance, contact the City Secretary at citysecretary@ libertyhilltx.gov or (512) 778-5449.

POSTING CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Liberty Hill City Hall, located at 926 Loop 332, Liberty Hill, Texas 78642, and on the City website (https://www.libertyhilltx.gov/agendacenter) on or before _____ am/pm on _____ _____, 202___ .

_____
Beatrice Canseco, City Secretary

REMOVAL CERTIFICATION

I certify the attached notice of meeting was removed from the bulletin board at City Hall on _____ _____, 202___.

Initials _____

AGENDA ITEM 3.A

Approval of the City Council Regular Meeting Minutes from June 24, 2026.

CITY COUNCIL REGULAR MEETING MINUTES

WEDNESDAY – JUNE 24, 2026 – 6:00 p.m.
City Council Chamber/Municipal Court Building
2801 Ranch Road 1869 Liberty Hill, Texas 78642

Presiding: Mayor Crystal Mancilla

Attending: Mayor Pro Tem Diane Williams, Council Members Elisabeth Brown, Wade Ashley, and Tim Hennessy

Absent: Council Members Michael Helbing and Jacquetta Thayer

Also attending were City Manager Thomas Hunter, Deputy City Manager Brandon Pritchett, Executive Director of Management Services Abby Morrison, and City Secretary Beatrice Canseco

CALL TO ORDER

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

Officer Joiner delivered the invocation.

Mayor Mancilla led the Pledge of Allegiance and the Texas Pledge.

PRESENTATIONS

2A) Presentation of a R.O.A.D. Ready certification plaque from Texas Municipal League
(J. Herrera, Assistant Public Works Director)

Mr. Herrera provided an overview of the City's participation in the Texas Municipal League R.O.A.D. Ready Risk Pool program, which is designed to save lives, prevent injuries, and protect property by raising member awareness of hazards on and near roadways. Representatives from the Texas Municipal League presented the City with a R.O.A.D. Ready certification plaque.

2B) Recognition of the Liberty Hill University Class of 2026 graduates
(C. Mancilla, Mayor | K. Amsler, Community Engagement and Communications Director)

Mayor Mancilla provided an overview of the Liberty Hill University program, which provides residents with the opportunity to learn about and engage with City departments and services over the course of five sessions. The following Liberty Hill University Class of 2026 graduates were recognized:

Sue Balderrama
Anne Bean
Travis Bonnet
Carlena Jefferson-Sim
Anna Jenkins
Karlyn Keller
Michael Lutz
Kelly Michael
Angel Noble-Cours
Brooke Pohl
Steven Schiff
James Sims
Sveta Yanina

PUBLIC COMMENTS

No one signed up to speak during public comments.

CONSENT AGENDA

4A) Approval of the City Council Regular Meeting Minutes from June 10, 2026.

4B) Approval of a payment to the Environmental Protection Agency for a Water Infrastructure Finance and Innovation Act (WIFIA) loan application.

Motion made by Council Member Ashley to approve the Consent Agenda as presented.

Seconded by Council Member Brown.

Motion carried unanimously (5-0).

REGULAR AGENDA

5A) Discussion, consideration, and possible action regarding Resolution No. 2026-R-015 authorizing the City Manager to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) related to the SH29 Widening Project and Utility Relocations project.
(B. Pritchett, Deputy City Manager)

Mr. Pritchett presented this item to Council. Mr. Pritchett was available to provide additional information and to answer questions.

Motion made by Mayor Pro Tem Williams to approve Resolution No. 2026-R-015.

Seconded by Council Member Ashley.

Motion carried unanimously (5-0).

PUBLIC HEARINGS

6A) Public hearing, discussion, consideration and possible action regarding Ordinance No. 2026-O-012 accepting and approving an Amended and Restated Service and Assessment Plan and Assessment Rolls for Butler Farms Public Improvement District; making a finding of special benefit to the property within Improvement Area #3 and Improvement Area #4 of the District; levying assessments against property within Improvement Area #3 and Improvement Area #4 of the District and establishing a lien on such Property; providing for the method of assessment and the payment of the Assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing penalties and interest on delinquent Assessments; providing for severability; and providing an effective date.
(J. Armstrong, Finance Director)

Mr. Armstrong presented this item to Council for discussion and consideration. Mr. Armstrong was available to provide additional information and to answer questions.

Mayor Mancilla opened the public hearing.

With no one appearing to speak, the public hearing was closed.

Motion made by Council Member Brown to approve Ordinance No. 2026-O-012.

Seconded by Council Member Hennessy.

Motion carried unanimously (5-0).

6B) Public hearing, discussion, consideration and possible action regarding Resolution No. 2026-R-014 approving and authorizing the Mayor to execute the "Butler Farms Public Improvement District Reimbursement Agreement (Improvement Area #3)" and "Butler Farms Public Improvement District Reimbursement Agreement (Improvement Area #4)" between the City and 366 TX 29 Ltd., a Texas limited partnership.
(J. Armstrong, Finance Director)

Mr. Armstrong presented this item to Council for discussion and consideration. Mr. Armstrong was available to provide additional information and to answer questions.

Mayor Mancilla opened the public hearing.

With no one appearing to speak, the public hearing was closed.

Motion made by Mayor Pro Tem Williams to approve Resolution No. 2026-R-014.

Seconded by Council Member Ashley.

Motion carried unanimously (5-0).

CONVENE TO EXECUTIVE SESSION

At 6:37 p.m., Mayor Mancilla called for City Council to recess the meeting into Executive Session.

7A) Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding pending and potential litigation.

7B) Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding Boards and Commissions.

RECONVENE TO OPEN SESSION

At 7:15 p.m., Mayor Mancilla reconvened the meeting in open session.

Motion made by Mayor Pro Tem Williams to bring item 7B into open session.

Seconded by Council Member Hennessy.

Motion carried unanimously (5-0).

Motion made by Mayor Pro Tem Williams to amend the bylaws of the Economic Development Corporation and authorize Mayor Mancilla to distribute a letter as discussed.

Seconded by Council Member Brown.

Motion carried unanimously (5-0).

ADJOURNMENT

With no further business, and without objection, Mayor Mancilla adjourned the meeting at 7:38 p.m.

_____
Crystal Mancilla, Mayor

_____
Beatrice Canseco, City Secretary

AGENDA ITEM 3.B

Approval of the selection of two real estate firms, HDR Engineering, Inc., and KW ATX Broker LLC dba KW Commercial, as a result of Request for Qualifications for Real Estate Services, Solicitation ID: S2026-004 to provide broker and agent services on an as-needed basis.

City Council Meeting Date: July 8, 2026

Requested By: Abby Morrison, Executive Director of Management Services

Requested Agenda Placement: Consent Agenda

Agenda Item Type: RFQ / RFP / Vendor Selection

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Approval of two On-Call Real Estate Firms

AGENDA ITEM WORDING:

Approve the selection of two real estate firms, HDR Engineering, Inc., and KW ATX Broker LLC dba KW Commercial, as a result of Request for Qualifications for Real Estate Services, Solicitation ID: S2026-004 to provide broker and agent services on an as-needed basis.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed agenda item requests approval to select two real estate firms to provide broker and agent services on an as-needed basis. In March 2026, the City of Liberty Hill issued a Request for Qualifications (RFQ) for Real Estate Services and received eight Statements of Qualifications (SOQs). Four submissions were deemed non-responsive due to missing or incomplete information. The remaining four submissions were evaluated and scored by City staff.

Based on this evaluation, staff recommends selecting HDR Engineering, Inc., and KW ATX Broker LLC dba KW Commercial for inclusion on the City's pre-qualified list of real estate service providers. These firms will support future real estate needs, including acquisition, disposition, leasing, valuation, and related services across various property types.

Inclusion on the pre-qualified list does not guarantee contract award. Individual assignments will be evaluated based on project specific needs, firm expertise, and capacity. All agreements will comply with applicable government code requirements and will be brought forward for Council consideration as required. This approach supports the City's continued growth and downtown revitalization by streamlining access to qualified real estate professionals through a competitive procurement process.

The firms selected for real estate services are different from those approved on November 12, 2025, for right-of-way (ROW) work. ROW services focus on acquiring easements or portions of property for infrastructure projects identified in the City's Capital Improvement Plan. Utilizing separate providers ensures the City has the appropriate expertise, maintains compliance, and reduces risk.

FISCAL NOTES / FINANCIAL IMPACT:

No immediate fiscal impact. Budget requirements will be evaluated and identified on a per-transaction basis as real estate services are utilized.

CITY ATTORNEY REVIEW (IF APPLICABLE):

All transactions will be evaluated and executed on an as-needed or per-transaction basis. Any resulting agreements will comply with applicable government code requirements and will be presented to City Council for consideration and approval, as required.

SUGGESTED MOTION(S):

Approve the selection of two real estate firms, HDR Engineering, Inc., and KW ATX Broker LLC dba KW Commercial, as a result of Request for Qualifications for Real Estate Services, Solicitation ID: S2026-004 to provide broker and agent services on an as-needed basis.

RESPONSIBLE STAFF / FOLLOW-UP:

The Executive Director of Management Services will manage coordination of real estate services as-needed.

ATTACHMENTS:

N/A

AGENDA ITEM 3.C

Approval and acceptance of the City of Liberty Hill, Texas Annual Federal Single Audit Report for Year Ending September 30, 2025.

City Council Meeting Date: July 8, 2026

Requested By: Josh Armstrong, Finance Director

Requested Agenda Placement: Consent Agenda

Agenda Item Type: Report

AGENDA ITEM COVER SHEET

ITEM / TITLE:

City of Liberty Hill Federal Single Audit Report for Year Ending September 30, 2025.

AGENDA ITEM WORDING:

Approve/Accept the City of Liberty Hill, Texas Annual Federal Single Audit Report for Year Ending September 30, 2025.

EXECUTIVE / BACKGROUND SUMMARY:

Governmental organizations or non-profits with federal expenditures in excess of $1M are required by law to have a single audit performed. This audit includes both the annual financial statements and the federal awards. The single audit reviews the management of the grants and ensures that rules are followed in association with the grant or award. These rules are listed in Title 2 US Code of Federal Regulations (CFR) Part 200.

The purpose of the single audit is to test the City's internal controls and compliance and to report any findings to those charged with governance. The City, in turn, initiates a corrective action plan to correct identified deficiencies and produce recommended improvements. Thus, the audit results turn into opportunities to strengthen our internal controls and operate efficiency, and eventually, they become best practices in our business processes.

FISCAL NOTES / FINANCIAL IMPACT:

The Federal Single Audit for FY2025 passed reviews showing the City was in compliance with 2 CFR 200. Since the Single Audit report was not discussed in conjunction with the Financial Audit, the audit findings are restated with the Single Audit Management letter, to comply with the Federal Transparency Act Reporting Requirements.

CITY ATTORNEY REVIEW (IF APPLICABLE):

Optional notes regarding City Attorney involvement or legal review, if applicable.

SUGGESTED MOTION(S):

Optional. If provided, suggested motions should closely match the agenda item wording to support clear minute-taking.

RESPONSIBLE STAFF / FOLLOW-UP:

Jon Watson – BrooksWatson & Co.

Sara Werner – Accounting Supervisor

Terry McCord – Contract Accountant

Josh Armstrong – Finance Director

No Follow-Up Implementation Needed.

ATTACHMENTS:

Liberty Hill SA Report - 9.30.25 - FINAL

Management Representation Letter-FY25 SA-Signed

FEDERAL SINGLE AUDIT REPORT

City of Liberty Hill, Texas

Fiscal Year Ended
September 30, 2025

City of Liberty Hill, Texas

SINGLE AUDIT REPORTS

Year Ended September 30, 2025

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BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Liberty Hill, Texas:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Liberty Hill, Texas as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise City of Liberty Hill, Texas' basic financial statements, and have issued our report thereon dated March 25, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Liberty Hill, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Liberty Hill, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Liberty Hill, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. We consider the deficiency described in the accompanying schedule of findings and responses as item 2025-001 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Schedule of findings and responses as item 2025-002 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Liberty Hill, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully,



BrooksWatson & Co.
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032
March 25, 2026

BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Liberty Hill, Texas:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Liberty Hill, Texas' compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City of Liberty Hill, Texas' major federal programs for the year ended September 30, 2025. The City of Liberty Hill, Texas' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Liberty Hill, Texas complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Liberty Hill, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our

opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Liberty Hill, Texas' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to previously and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City of Liberty Hill, Texas' federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Liberty Hill, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards,* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Liberty Hill, Texas' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Liberty Hill, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Liberty Hill, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Liberty Hill, Texas' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Liberty Hill, Texas as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Liberty Hill, Texas' basic financial statements. We issued our report thereon dated March 25, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the

basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of, management, governing body, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



BrooksWatson & Co.
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032
June 24, 2026

City of Liberty Hill, Texas

SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS

For the Year Ended September 30, 2025

I. SUMMARY OF PRIOR YEAR AUDIT FINDINGS:

Material Weaknesses:

Finding 2024-001:

Criteria: Management is responsible for establishing, maintaining and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles ("GAAP").

Condition and Context: During the audit, the auditor encountered several accounts that required adjustment to be consistent with Generally Accepted Accounting Principles "GAAP". The City is responsible for their closing process, and assuring their results are recorded consistently with GAAP.

Cause: The City lacked proper controls within their closing process to assure information was recorded consistently with GAAP.

Effect or Potential Effect: Without the auditor's assistance the financial statements would not be consistent with GAAP.

Recommendation: It is recommended that management review the existing policies, procedures, and controls over these areas to ensure that all information is recorded and reported properly. A thorough review over all material accounts at yearend is necessary for assuring material accuracy prior to the commencement of the audit.

Responsible Official's Response: Management of the City will continue to work with the auditor to reduce the number of adjusting journal entries. In addition, steps will be taken to further the City's understanding of GAAP financials and footnote disclosures.

Status: This finding repeated in 2025.

Significant Deficiencies:

Finding 2024-002:

Criteria: Management is responsible for accounting over cash balances and assuring bank reconciliations are performed on a timely basis, and reconciling items clear the bank.

Condition and Context: During the audit, the auditor identified several bank reconciliations that took several months to complete. The auditor also noted some old outstanding items on bank reconciliations that are unlikely to clear the bank.

Cause: The City lacked personnel available to perform these reconciliations on a timely basis, and resolve old reconciling items.

Effect or Potential Effect: Not reconciling bank reconciliations on a timely basis can lead to incorrect understandings over cash available by decision makers, and/or errors in reporting over cash balances.

Recommendation: It is suggested that the City implement a policy where all individual cash balances are reconciled within a timely manner, and old reconciling items are resolved.

Responsible Official's Response: Management of the City will monitor its accounts to assure bank reconciliations are completed in a more timely manner, and old reconciling items are properly resolved.

Status: The timing for completion of the bank reconciliations was resolved in 2025. The old outstanding items remains unresolved.

Finding 2024-003:

Criteria: Management is responsible for accounting over the disbursements process and assuring transactions are recorded properly.

Condition and Context: During the audit, the auditor identified a check that was posted to the accounting system prior to the date the check was created. This resulted in the accounting for a disbursement prior to the date the payment was initiated.

Cause: Personnel recording the transaction did not properly apply the accounting over this check disbursement due to a misunderstanding over timing of the payment.

Effect or Potential Effect: Recording this disbursement early resulted in an understatement of cash and overstatement of liabilities at September 30, 2023. It resulted in no change to net position or the change to net position for the years ended September 30, 2023 or 2024, respectively.

Recommendation: It is suggested that the City assures their accounting personnel involved in the disbursements process understand that disbursements should be dated consistently with the date checks are cut from the system.

Responsible Official's Response: Management of the City will assure the applicable personnel are fully trained and applying disbursements properly within the accounting system.

Status: This issue was resolved and wasn't present during 2025.

Finding 2024-004:

City of Liberty Hill, Texas

SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS

For the Year Ended September 30, 2025

Criteria: Management is responsible for accounting over revenues, and assuring accuracy in amounts received.

Condition and Context: The City receives reservation fee revenues from the various MUDs that operate within the City. It was determined during the audit that the original agreements for the percentages that the City should be receiving for these reservation fees could not be located.

Cause: The related agreements weren't retained and/or could not be located.

Effect or Potential Effect: The City could be receiving an incorrect amount for these reservation fees.

Recommendation: It is suggested that the City retains all agreements, and recalculates amounts based on those agreements to assure accuracy.

Responsible Official's Response: Management of the City will gather all related agreements and recalculate these payments to assure accuracy.

Status: This issue was resolved and wasn't present during 2025.

City of Liberty Hill, Texas

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2025

I. SUMMARY OF AUDITOR'S RESULTS:

Financial Statements

Type of auditor's report issued:

The auditor's report on the basic financial statements of the City expresses an unmodified opinion.

Internal control over financial reporting:

Are any material weaknesses identified?	__X_ Yes	__No
Are any significant deficiencies identified not considered to be material weaknesses?	___X Yes	_ None Reported
Is any noncompliance material to financial statements noted?	___ Yes	_X No

Federal Awards

The auditor's report on compliance for major federal programs expresses an unmodified opinion.

Internal control over major program compliance:

Are any material weaknesses identified?	___ Yes	_X_ No
Are any significant deficiencies identified not considered to be material weaknesses?	___ Yes	_X_ None Reported
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___ Yes	_X_ No

City of Liberty Hill, Texas

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2025

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Enter the dollar threshold used to distinguish between Type A and Type B programs:	$1,000,000	
Is the auditee qualified as a low-risk auditee?	__ Yes	_X_ No

II. FINANCIAL STATEMENT FINDINGS:

Material Weakness:

Finding 2025-001:

Criteria: Management is responsible for establishing, maintaining and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles ("GAAP").

Condition and Context: During the audit, the auditor encountered several accounts that required adjustment to be consistent with Generally Accepted Accounting Principles "GAAP". The City is responsible for their closing process, and assuring their results are recorded consistently with GAAP.

Cause: The City lacked proper controls within their closing process to assure information was recorded consistently with GAAP.

Effect or Potential Effect: Without the auditor's assistance the financial statements would not be consistent with GAAP.

Recommendation: It is recommended that management review the existing policies, procedures, and controls over these areas to ensure that all information is recorded and reported properly. A thorough review over all material accounts at yearend is necessary for assuring material accuracy prior to the commencement of the audit.

Responsible Official's Response: Management of the City will continue to work with the auditor to reduce the number of adjusting journal entries. In addition, steps will be taken to further the City's understanding of GAAP financials and footnote disclosures.

Significant Deficiency:

Finding 2025-002:

Criteria: Management is responsible for accounting over cash balances and assuring bank reconciliations are performed on a timely basis, and reconciling items clear the bank.

Condition and Context: During the audit, the auditor identified old reconciling items that don't appear they will ever clear the bank.

Cause: These items have been carried forward, and not addressed with the City's closing process.

Effect or Potential Effect: Carrying old items that will never clear the bank can misrepresent the cash balances on hand, and improperly withhold payments from vendors owed.

Recommendation: It is suggested that the City implement a policy where old reconciling items are reviewed for accuracy and corrected where appropriate. In cases where the balances are correctly shown as outstanding and the check was never cashed by the recipient, the City may consider escheating payment to the proper government to clear the related liability.

Responsible Official's Response: Management of the City will implement policy to review old reconciling items, and resolve all significant activity consistent with the recommendation.

III. FEDERAL AWARDS FINDINGS:

None.

City of Liberty Hill, Texas

CORRECTIVE ACTION PLAN

For the Year Ended September 30, 2025

Finding 2025-001

Issue: During the audit, the auditor encountered several accounts that required adjustment to be consistent with Generally Accepted Accounting Principles "GAAP". The City is responsible for their closing process, and assuring their results are recorded consistently with GAAP.

Corrective action planned: Management of the City will continue to work with the auditor to reduce the number of adjusting journal entries. In addition, steps will be taken to further the City's understanding of GAAP financials and footnote disclosures.

Contact person:

Josh Armstrong, Finance Director, 512-778-5449

Anticipated completion date: August 2026

Finding 2025-002

Issue: During the audit, the auditor identified old reconciling items that don't appear they will ever clear the bank.

Corrective action planned: Management of the City will implement policy to review old reconciling items, and resolve all significant activity consistent with the recommendation.

Contact person:

Josh Armstrong, Finance Director, 512-778-5449

Anticipated completion date: August 2026

City of Liberty Hill, Texas

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2025

Federal Grantor/Pass-through Agency/Program Name	Program/Grant/ Project Number	Federal Assistance Listing Number	Expenditures
U.S. DEPARTMENT OF TREASURY			
Pass-through Texas Division of Emergency Management:			
Coronavirus State and Local Fiscal Recovery Funds	SLFRF ARPA 1	21.027	$ 447,591
Pass-through Williamson County, Texas:			
Coronavirus State and Local Fiscal Recovery Funds	SLFRF ARPA 2	21.027	628,696
		Total U.S. Department of Treasury	1,076,287
		TOTAL PROGRAMS	$ 1,076,287

City of Liberty Hill, Texas

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2025

Note 1: BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards includes the grant activity of Liberty Hill, Texas and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Cost Principles for Federal Awards (the Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

Note 2: INDIRECT COST RATE

The City has not elected to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

City of Liberty Hill
926 Main Street – P.O. Box 1920
Liberty Hill, Texas 78642

Thomas Hunter
City Manager
Phone (512) 778-5449
thunter@libertyhilltx.gov

June 24, 2026

BrooksWatson & Company, PLLC
14450 John F. Kennedy BLVD | Ste 240,
Houston, Texas 77032

This representation letter is provided in connection with your audit of the City of Liberty Hill, Texas major federal programs as of September 30, 2025 and for the year then ended, for the purpose of expressing an opinion on compliance for major federal award programs pursuant to the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We confirm that we are responsible for compliance with requirements applicable to our major federal award programs.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of information such that, in the light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the information.

We confirm that to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of June 24, 2026.

1. We are responsible for understanding and complying with, and have complied with, the requirements of Uniform Guidance.
2. We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.
3. We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance.
4. As part of your audit, you prepared the draft financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
5. The methods of measurement or presentation have not changed from those used in the prior period.

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6. We are responsible for including the auditor's report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.
7. We have identified and disclosed all of our government programs and related activities subject to the Uniform Guidance compliance audit.
8. We have notified you of federal awards and funding increments that were received before December 26, 2014 (if any) and differentiated those awards from awards and funding increments received on or after December 26, 2014, and subject to the audit requirements of the Uniform Guidance.
9. When the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by the entity of the schedule of expenditures of federal awards and the auditor's report thereon.
10. We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.
11. We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors, regulators, or others.
12. We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
13. We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
14. We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, abuse or waste that you have reported to us.
15. We have a process to track the status of audit findings and recommendations.
16. We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

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17. We have provided views on your reported audit findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
18. We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.
19. We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.
20. We have received no requests from a federal agency to audit one or more specific programs as a major program.
21. We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report.
22. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
23. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
24. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).
25. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
26. We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance as applicable.
27. We have charged costs to federal awards in accordance with applicable cost principles.
28. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

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29. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
30. The reporting package does not contain personally identifiable information.
31. We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
32. We have reviewed, approved, and taken responsibility for the schedule of expenditures of federal awards and related notes and an acknowledgment of the auditor's role in the preparation of this information.
33. We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditor's role in the preparation of the adjustments.
34. We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

In addition:

35. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.
36. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.
37. We are responsible for and have accurately completed the appropriate sections of the Data Collection Form and we are responsible for taking corrective action on audit findings of the

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compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

To the best of our knowledge and belief, no events have occurred subsequent to the date of the schedule of expenditures of federal awards and through the date of this letter that would require adjustment to or disclosure in the aforementioned schedule of expenditures of federal awards.

City Manager

Finance Director

AGENDA ITEM 4.A

Discussion and consideration of possible action approving a Professional Services Agreement with Griffin-Swinerton in the amount of $1,470,425.00 for Owner's Representative services related to the Downtown District project and authorizing the City Manager to execute same.

City Council Meeting Date: July 8, 2026

Requested By: Brandon Pritchett, Deputy City Manager

Submitted/Prepared By: Brandon Pritchett, Deputy City Manager

Type: (Action/Discussion Only /Consent/Exec. Session/Public Hearing) : Action

AGENDA ITEM COVER SHEET

ITEM/TITLE:

Discuss and consider approving a Professional Services Agreement with Griffin-Swinerton in the amount of $1,470,425 for Owner's Representative services related to the Downtown District project and authorizing the City Manager to execute same.

AGENDA ITEM WORDING:

Discuss and consider approving a Professional Services Agreement with Griffin-Swinerton in the amount of $1,470,425 for Owner's Representative services related to the Downtown District project and authorizing the City Manager to execute same.

EXECUTIVE SUMMARY:

In July 2024, City Council approved the Downtown Strategic Master Plan to set the framework on what was desired for the future of the Downtown District. Since that time, there have been improvements made to the Liberty Hill downtown to begin to bring that vision to life. In more recent months, strategic acquisitions have taken place to ensure that the City is best positioned to make targeted investments into Downtown Liberty Hill.

As the City already owns a significant amount of real estate within downtown Liberty Hill, there is the ability to leverage this real estate to partner with a master developer in a Public-Private Partnership (P3). In order to evaluate the potential for a P3 and the ability of the market to sustain this type of development, the City advertised a Request for Qualifications (RFQ) for an Owner's Representative (OR) to be able to work as both an extension of City staff and to also evaluate the potential for a P3 to be utilized in Downtown Liberty Hill. After evaluation of the RFQ's, City staff found that Griffin-Swinerton was the most qualified firm for this project with significant experience developing similar projects in the past for municipalities as both the Master Developer and as the Owner's Representative.

This portion of their scope would only include the preliminary due diligence phase of the development of the Downtown District which includes:

- Refinement of the adopted Master Plan based upon existing footprint
- Evaluating public facility needs for municipal staff
- Evaluating the market for financing options
- Performing due diligence on existing parcels for infrastructure needs
- Providing a concept for placemaking opportunities based upon financing options and infrastructure needs
- Performing outreach workshops for the community to provide feedback on what they want to see in Downtown
- Providing a preliminary estimate on costs after market analysis
- Developing an implementation plan that could include phasing of the project
- Leading the overall strategy of the development in coordination with City staff

This scope would get the City to design elements that would be required to select a master developer for the overall project and begin construction. The overall intent of the scope and project would be to prepare P3 that results in a Downtown District enhancement project that would include significant private investment with City and EDC financial participation. This would also facilitate the consolidation of City facilities into a single facility and return multiple City-owned properties to return back to the tax rolls and be utilized on the private commercial market.

FISCAL NOTES/FINANCIAL BACKGROUND/FINANCIAL IMPACT:

This Professional Services Agreement could require a future budget amendment in FY2026 depending on the final spend that is needed as part of the project but will be included in the FY2027-FY2031 Capital Improvement Plan. The funding for the agreement will utilize existing fund balance that will be split between the City and the EDC with the EDC funding $470,425 and the City General Fund reserves funding the remaining $1,000,000.

IF APPROPRIATE, ANY CITY ATTORNEY INFORMATION REGARDING ITEM:

The City Attorney has reviewed and approved the Professional Services Agreement.

SUGGESTED WORDING FOR MOTION(S) REGARDING *ORDINANCES OR RESOLUTIONS (if City staff is making a recommendation):*

Approving a Professional Services Agreement with Griffin-Swinerton associated with the Downtown District project and authorizing the City Manager to execute same.

ATTACHMENTS:

List Responsible staff, contractors, and vendors for Follow-Through, Follow-Up of Implementation.

After approval, City staff would finalize execution of the Professional Services Agreement and provide a Notice to Proceed to Griffin-Swinerton.

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OWNER'S REPRESENTATIVE SERVICES AGREEMENT
(LIBERTY HILL DOWNTOWN DISTRICT)

This **OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "**Agreement**") is entered into as of July 8, 2026 (the "**Effective Date**"), by and between the **CITY OF LIBERTY HILL, TEXAS**, a political subdivision of the State of Texas (the "**City**"), **GRIFFIN/SWINERTON, LLC**, a Delaware Limited Liability Company (the "**Owner's Representative**"). The City and the Owner's Representative are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

BACKGROUND:

A. The City has selected the Owner's Representative to serve as its representative and project manager in response to the City's Request for Qualifications No. S2026-010 issued by the City on March 12, 2026 (the "**RFQ**"), to provide owner's representative services for the planning, design, construction management, and project management to carry out the City's Downtown District Plan, which builds upon the City's existing charm, strengthens and activates the current downtown framework, incorporates appropriate public facilities, and fosters increased visitation and economic activity to support growth in local sales tax revenue (the "**Project**").

B. In its response to the RFQ, Owner's Representative proposed a phased engagement model under which its services may progress from advisory and owner's representative services into a future development management and implementation capacity. The City recognizes Owner's Representative's extensive experience as a master developer of civic-anchored mixed-use developments and public-private partnership projects and finds that Owner's Representative possesses the qualifications, resources, and demonstrated project experience necessary to assist the City in potentially advancing future development implementation of the Project.

C. The City desires to enter into this this Agreement with the Owner's Representative for the performance of planning, concept refinement, and preliminary development activities, and to negotiate various specific agreements that may be necessary to achieve the City's development objectives for the Project.

D. The Parties wish to establish a formal relationship between them through which the Owner's Representative will perform the services described in this Agreement, culminating in the preparation of a comprehensive development implementation plan, including, but not limited to, public infrastructure assessment, market and financial feasibility studies, municipal facility needs assessment and programming, technical studies, due diligence activities, and pre-construction services relating to the Project.

E. The Parties further acknowledge that, upon completion of all or portions of such services, the City may elect to consider Owner's Representative for additional implementation, development, public-private partnership, or master developer services associated with the Project subject to City approval, successful negotiation of mutually acceptable terms, and compliance with all applicable legal requirements.

ACCORDINGLY, in consideration of the foregoing and the terms set forth in this

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Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Project Description and Roadmap.

(a) *Project Description*. The City's Downtown Master Plan builds upon the foundation of recent planning efforts initiated by the City, including the Liberty Hill Comprehensive Plan 2040 (the "**2040 Plan**"), and aims to complement the goals and strategies outlined in the 2040 Plan, emphasizing the importance of developing downtown Liberty Hill as a community priority. The Downtown District, as depicted in EXHIBIT A hereto (the "**Project Area**") is envisioned as a vibrant, mixed-use environment that fosters increased visitation and economic activity to support growth in local sales tax revenue, incorporating public facilities, outdoor recreation, retail, restaurants, public art, and complementary uses, as described in the City's Downtown Master Plan adopted July 24, 2024 (the "**Downtown Master Plan**").

(b) *Phase I*. Preliminary Development Services

(i) *Phase I(a)*. This Agreement governs the performance of the certain concept refinement and preliminary development activities for the Project, including but not limited to (i) the evaluation of the feasibility and viability of proposed supporting land uses, and preparation of detailed market analyses; (ii) community and stakeholder engagement activities; (iii) evaluation of public investment options, financing structures, and economic development incentives to achieve the City's goals for the Downtown District; (iv) public infrastructure planning and schematic level engineering; (v) entitlements, site development planning, and permitting; (vi) establishment of design standards; (vii) needs assessment, programming, and preliminary design concepts for a municipal complex (the "**Phase I(a) Activities**"). The Phase I(a) Activities will culminate with the delivery of a draft report prepared by the Owner's Representative (the "**Downtown District Report**"), which will summarize the findings and recommendations for the implementation of the Downtown District Plan, include the detailed third-party studies and reports used to develop implementation plans and recommendations, and can be considered by the City as a refined development proposal from Owner's Representative to evolve into a master developer role, as more fully described in Section 4(b) hereof.

(ii) *Phase I(b).* The Downtown District Report will serve as a roadmap and guide for the implementation of the Downtown District Plan. Upon the City's adoption of the Downtown District Report, the Parties may enter into a Preliminary Development Services Agreement (the "**PDA**"), whereby the Owner's Representative will perform certain development management and preliminary development services for the Project, including (i) construction drawings for site infrastructure; (ii) schematic design and design development for a municipal facility; (iii) additional entitlements, permitting, and technical analyses; and (iv) preparation of a definitive plan of finance for the Project and guaranteed maximum prices for various components of the Project (the "**Phase I(b) Activities**"). The Phase I(a) Activities and Phase I(b) Activities are collectively referred to as "**Phase I Activities**".

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(c) *Phase II*. If the City accepts the deliverables associated with Phase I(b) Activities, the Parties may negotiate and enter into one or more definitive agreements for the provision of development management services by the Owner's Representative relating to the Project in accordance with the Phase I Activities (the "**Definitive Agreements**").

Section 2. Purpose of this Agreement; Exclusivity.

(a) *Purpose and Scope*. The purpose and scope of this Agreement is to (i) establish the Parties' general understanding of the Project and the general roles and responsibilities of the Parties relating to the Project, (ii) establish the terms and respective obligations of the Parties for the performance of the Phase I(a) Activities, and (iii) set forth a process for advancing and accelerating the Project, including Owner's Representative's evolving role by undertaking Phase I Activities and Phase II Activities per City approval and discretion. The Phase I(a) Activities will culminate with the Owner's Representative's preparation and delivery of the Downtown District Report, which will summarize the findings and recommendations for the implementation of the Downtown District Plan, as more fully described in Section 4(b) hereof.

(b) *Exclusivity*. In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to work together in an exclusive and cooperative manner to undertake and pursue the successful development of the Project. Specifically, the Parties agree that during the Term of this Agreement, the Owner's Representative shall serve as the City's exclusive owner's representative and project manager with respect to the Project.

Section 3. Collaboration and Communication Between the Parties.

(a) *Collaboration Between the Parties.* The Parties agree to work in a collaborative manner to timely achieve completion of the Phase I Activities. The Parties agree to work cooperatively and diligently to procure and pursue the development of the Project in accordance with the terms of this Agreement.

(b) *Meetings and Project Updates (Every Two Weeks)*. Owner's Representative shall keep the City informed as to the progress of all Phase I Activities through meetings and project updates at least once every two (2) weeks. These meetings will cover relevant Project topics including but not limited to project administration, project financing (sources and uses of public and private funds), technical issues (entitlements, planning, design, programming and construction scope, costs, schedule, etc.), real estate market and financial metrics, and community outreach. The Owner's Representative and the City agree to reasonably and timely cooperate with one another in connection with the Project, the performance of the Phase I Activities, and the granting of any required approvals by the City.

(c) *Staffing and Coordination*.

(i) Designated Representatives. For ease of communication and accountability, each of the Parties shall identify a primary point-of-contact for purposes of coordinating all matters relating to the Project and the Phase I Activities as contemplated in this Agreement (each such person being a "**Designated Representative**"). The

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Designated Representatives or their designees shall participate in regularly scheduled planning and progress meetings relating to the Phase I Activities, and will coordinate all communication, requests, reviews, and approvals relating to such matters. Each Designated Representative shall actively involve and make all members of such Party's project team available to participate in regularly scheduled planning and progress meetings, and for all other purposes set forth in this Agreement.

(ii) Project Team; City Participation. The Parties agree that in order to facilitate an efficient working relationship throughout the performance of the Phase I Activities, the Owner's Representative will serve as the lead project manager and coordinator in collaboration with the City. The Owner's Representative has assembled a team of consultants, design professionals, and advisors to assist with the performance of various portions of the Phase I Activities, as listed on EXHIBIT B attached hereto (the "**Project Team**"). The Owner's Representative will be responsible for managing the Project Team and shall make the members of the Project Team available as appropriate to participate in regularly scheduled planning and progress meetings relating to the performance of the Phase I Activities. The City will have review and approval authority of members of the Project Team, and such approval will not be unreasonably withheld, conditioned, or delayed. The City will similarly actively and regularly involve and make available City staff, advisors, and other personnel to participate in the Phase I Activities. The Project Team will present ideas, concepts, and ultimately plans, specifications, a budget, and other proposals to the City, in an effort to provide updates on progress and to solicit input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the development and delivery of the Project.

(iii) Key Personnel. The Owner's Representative and the City shall use reasonable efforts to have the Key Personnel perform their respective responsibilities identified in this Agreement. In the event of any changes regarding any of the Key Personnel, other individuals of substantially equivalent seniority, experience and qualifications will be assigned to fulfill such responsibilities. The Parties shall provide written notice to the other Party of changes in its Key Personnel and their respective responsibilities and the Owner's Representative shall furnish to the City information on the seniority, experience and qualifications of any additional or substituted individuals. "**Key Personnel**" for the Owner's Representative means Korin Crawford and Roger Torriero; and for the City means City Manager or his/her designee, and their respective successors from time to time.

(d) *Preliminary Development Schedule*. EXHIBIT C attached hereto (the "**Preliminary Development Schedule**") establishes general timelines and milestones for the performance of the Phase I Activities and the Phase II Activities, as well as target dates for the delivery of the PDA and the negotiation, execution and delivery of Definitive Agreements. Subject to the terms of this Agreement, the Parties agree to allocate sufficient staff resources and exercise good faith efforts to perform their respective obligations in a manner that will enable the Parties to achieve the milestones described in the Preliminary Development Schedule. However, the Parties also recognize and agree that the successful

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completion of the Project activities is contingent on facts and circumstances not yet known to the Parties or beyond their reasonable control, and the Parties may mutually agree to revise the Preliminary Development Schedule from time to time due to changing circumstances or force majeure.

Section 4. Phase I(a) Activities; Downtown District Report.

(a) *Performance of Phase I(a) Activities*. The City hereby engages the Owner's Representative to perform the Phase I(a) Activities described in EXHIBIT D attached hereto, including the preparation and delivery of the key deliverables described in EXHIBIT D. The Owner's Representative will be responsible for the performance of all of the Phase I(a) Activities, including the services required for the deliverables. The Owner's Representative will be responsible for the selection, contractual engagement, and supervision of the Project Team; provided, however, that the City shall have the right to approve the replacement of any members of Project Team listed on EXHIBIT B, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) *Downtown District Report*. The Phase I(a) Activities will culminate in the preparation and delivery of the Downtown District Report by the Owner's Representative, which will include the following:

(i) An implementation plan summarizing the outcomes of all development management, design, feasibility and due diligence work, including a summary stakeholder and community feedback and surveys;

(ii) A detailed market demand analysis, including (A) a summary of supporting land uses, (B) a phasing approach for the public and/or privatized development of the Project based on current market conditions, and (C) proposed economic incentives designed to attract private development in alignment with the goals of the City;

(iii) Community workshop materials (for up to two workshops), website, and presentations for public consumption and City officials;

(iv) Needs assessment, programming, and preliminary concept designs for a municipal complex;

(v) Infrastructure plans (schematic level) and related technical and engineering reports such as transportation plans, traffic impact analysis, geotechnical reports, environmental studies, utility capacity analysis, etc.;

(vi) A Concept Master Plan and conceptual renderings depicting the supported land uses for the Downtown District, including housing, retail, entertainment, commercial, City facilities, parks, and parking;

(vii) PUD Ordinance and Design Guide;

(viii) A high-level project budget estimate for the design and construction of public utilities, drainage improvements, roadway improvements, sidewalks, bike lanes,

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and City facilities (including parks) for the Downtown District, inclusive of all hard costs and soft costs; and

(ix) A preliminary comprehensive plan of finance outlining the proposed sources and uses of funds for the Project, broken down by City-funded and developer-funded components.

The purpose of the Downtown District Report is to provide the City with a viable and definitive plan for the implementation of the Project prior to continuing in earnest with Phase I(b). Following the City's adoption of the Downtown District Report, the Parties will proceed with the negotiation, execution and delivery of PDA as described in Section 1(b) above.

Section 5. Roles and Responsibilities of the City.

(a) *General*. The City recognizes that its participation, review, evaluation, and input is necessary in order for the Owner's Representative to conduct the Phase I(a) Activities. The City agrees to dedicate adequate staff and resources toward participation in the Phase I(a) Activities as it deems appropriate or as reasonably requested by the Owner's Representative.

(b) *Review and Response to Submittals*. Certain work product of the Owner's Representative derived from the Phase I(a) Activities will be submitted to the City for review, comment, and approval, as the Owner's Representative deems reasonably appropriate and necessary (collectively, the "**Submittals**"). Any Submittals for which the City's approval is legally required under the existing rules, regulations, codes, and ordinances of the City relating to land development (the "**City Legal Requirements**") shall be subject to City review and approval in accordance with such City Legal Requirements. Nothing in this Agreement shall constitute a waiver of the City Legal Requirements or the City's non-ministerial obligations under State law, and the Owner's Representative shall ultimately be responsible for ensuring that such Submittals conform to any and all City Legal Requirements.

Any Submittals that are not subject to the City Legal Requirements (e.g., Submittals to TxDOT or other state or federal agencies) but for which the City's review and comment is nevertheless deemed reasonably necessary or appropriate by the Owner's Representative, shall not be subject to formal City approval. However, the City may elect, in its reasonable judgment, to provide informal comments and input to such Submittals as so requested by the Owner's Representative.

EXHIBIT F attached hereto (the "**City Review Schedule**") summarizes the general schedule and timing of review (and to the extent legally required, approval) for the various Submittals. In the event of a conflict between the City Review Schedule and the City Legal Requirements, the City Legal Requirements shall prevail.

(c) *Timely Response to Information Requests*. To the extent permitted by State law, at the request of the Owner's Representative, the City agrees to timely provide to the Owner's Representative any relevant data, surveys, documentation and information in possession of the City and which, in the reasonable judgment of the City is reasonably necessary or

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appropriate in connection with the Owner's Representative's performance of the Phase I Activities.

Section 6. Right of Entry.

(a) *Right of Entry.* During the Term of this Agreement, the Owner's Representative shall have the non-exclusive, irrevocable (except on a termination of this Agreement in accordance with the terms and conditions hereof) right (the "**Right of Entry**") to enter the City-owned portions of the Project Area (the "**City Property**") upon twenty-four (24) hours' prior written notice to the City for the sole and limited purpose of conducting inspections, tests, examinations, surveys, studies, and appraisals (the "**Authorized Purposes**"), subject to the terms, conditions, and covenants set forth herein.

(b) *Activities on the City Property.* All investigations and activities of the Owner's Representative shall be performed as part of the Phase I(a) Activities. The Owner's Representative shall keep the City Property free and clear of any liens and claims that may arise as a result thereof. If any such lien or claim shall at any time be filed, the Owner's Representative shall cause the same to be discharged of record or fully bonded in accordance with State law within ten (10) days after the Owner's Representative receives written notice thereof. Upon completion of the Owner's Representative's activities or investigations on the City Property, the Owner's Representative will restore any disturbed surface of the City Property as close as reasonably possible to the condition of the City Property immediately prior to the performance of such activities.

The Owner's Representative shall conduct its activities in compliance with all applicable laws and regulations relating to the environment and its protection at all times. The Owner's Representative is responsible for all activities of the Owner's Representative and any member of the Project Team, and their respective subcontractors or representatives or invitees brought onto the City Property. The Owner's Representative shall not bring, or permit any member of the Project Team to bring, any hazardous materials onto the City Property. Further, upon encountering any previously unknown or potentially hazardous material on the City Property, the Owner's Representative shall immediately cease any activities impacted by the discovery, secure the affected area, and notify the City immediately.

(c) *Indemnity.* THE OWNER'S REPRESENTATIVE WILL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL OBLIGATIONS, LOSSES, INJURIES, DAMAGES, CLAIMS, LIENS, COSTS, EXPENSES, DEMANDS, LIABILITIES, PENALTIES, AND REASONABLE INVESTIGATION COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, THE "**CLAIMS**") FOR PERSONAL INJURY, DEATH OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY, OR ATTRIBUTABLE TO, ANY WILLFUL MISCONDUCT OR OTHER UNLAWFUL, NEGLIGENT OR RECKLESS ACT OR OMISSION OF THE OWNER'S REPRESENTATIVE REPRESENTATIVES, IN THE EXERCISE OF RIGHTS GRANTED TO THE OWNER'S REPRESENTATIVE HEREUNDER. HOWEVER, THE FOREGOING INDEMNITY SHALL NOT COVER

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OR APPLY TO ANY CLAIMS, LIABILITIES OR CAUSES OF ACTION FOR PERSONAL INJURY, DEATH OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS WHICH ARISE (I) OUT OF THE MERE DISCOVERY OF, OR THE LOCATING OR IDENTIFYING OF, ANY PRE-EXISTING CONDITION ON, UNDER OR EMANATING FROM THE CITY PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY CONTAMINATION ON, UNDER OR EMANATING FROM THE CITY PROPERTY, SO LONG AS THE OWNER'S REPRESENTATIVE REPRESENTATIVES DO NOT EXACERBATE ANY SUCH PRE-EXISTING CONDITION AND IF THEY DO THEN OWNER'S REPRESENTATIVE'S LIABILITY WILL BE LIMITED TO THE EXTENT OF THE DAMAGE CAUSED BY SUCH EXACERBATION AND (II) THE NEGLIGENT OR RECKLESS ACTS OR OMISSIONS OF THE CITY OR ANY OF ITS REPRESENTATIVES.

IF THE CITY OR ANY INDEMNIFIED PARTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION OR OTHER FINDER OF FACT, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY AVAILABLE TO THE CITY OR ANY INDEMNIFIED PARTY, AND WITHOUT WAIVING ANY DEFENSES OF THE CITY OR ANY INDEMNIFIED PARTY UNDER TEXAS LAW.

(d) *Insurance*. Prior to any entry by the Owner's Representative upon the City Property, the Owner's Representative shall provide the City with evidence of the insurance described in EXHIBIT G attached hereto.

Section 7. Payment of Phase I(a) Activities

(a) *General*. The City shall be responsible for the payment of all Phase I(a) Activities. The Phase I(a) Activities shall be performed directly by Owner's Representative or by third parties engaged by Owner's Representative.

(b) *Phase I(a) Budget.* The Owner's Representative has prepared a detailed budget of Phase I(a) Activities, which is attached hereto as EXHIBIT E (the "**Phase I(a) Budget**"). The Phase I(a) Budget includes a detailed line-item budget of the Phase I(a) Activities and the preparation of the Downtown District Report. The Phase I(a) Budget may be amended or revised by the mutual agreement of the Parties. The Owner's Representative may reallocate amounts between budget line items, except for the Owner's Representative's overhead and fee, which will be fixed.

(c) *Monthly Invoicing*. The Owner's Representative shall deliver to the City on a monthly basis commencing on the fifteenth (15^{th}) day, at the latest, of each calendar month (or the immediately following business day) beginning on the first full month after the Effective Date, an invoice report (each an "**Invoice**") detailing all costs of Phase I(a) Activities (**"Phase I(a) Costs"**) incurred or applied since the Effective Date (in the case of the first Invoice) or all Phase I(a) Costs since the last Invoice. Each Invoice will provide an accounting of the incurred and/or expended Phase I(a) Costs for the Invoice period on a line-item basis matching the Phase I(a) Budget format shown in EXHIBIT E. Within thirty

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(30) calendar days following the expiration of the Term or earlier termination of this Agreement, Owner's Representative shall deliver to the City the final Invoice.

(d) *Payment of Monthly Invoice.* City will pay the Owner's Representative the compensation (costs and fee) for the Phase I(a) Activities as set forth in EXHIBIT E, inclusive of reimbursable out-of-pocket expenses as they are incurred up to the reimbursable allowance identified in EXHIBIT E. Reimbursable expenses will be paid at cost and will not exceed the reimbursable allowance shown in EXHIBIT E without prior written approval of City. Within ten (10) calendar days of receiving Owner's Representative's Monthly Invoice, City will notify Owner's Representative in writing of any objections to Owner's Representative's Invoice. Within 30 calendar days of receiving an undisputed, properly completed Invoice, City shall pay to Owner's Representative a sum equal to the value of the Phase I(a) Costs completed since the commencement of the work, less all previous payments of prior Invoices. The City shall not withhold retainage. No progress payment by City shall be considered to be City's acceptance of any part of the Phase I(a) Activities.

Section 8. Instruments of Service.

(a) *Ownership of Instruments of Service*. All instruments of service prepared by the Owner's Representative and Project Team in connection with the performance of the Phase I(a) Activities (the "**Instruments of Service**"), shall be and remain the property of the Owner's Representative until and unless the City pays the Owner's Representative for its Phase I(a) Costs in accordance with Section 7(c) and Section 7(d) above. "Instruments of Service" shall include any drawings, specifications, models, renderings, professional studies, professional reports, or other proprietary materials prepared in connection with or as part of the Phase I(a) Activities. However, "Instruments of Service" shall expressly exclude, and the City shall retain all rights to (irrespective of payment or nonpayment) any and all work product of the City, including any contracts, agreements, plans, notes, research, reports, summaries, concepts, and ideas conceived, developed, or prepared directly by or through the joint participation of the City and its representatives, that is not customarily deemed as "work made for hire" (collectively, "**City Work Product**"). The Owner's Representative hereby waives and releases all rights relating to the City's continued use and ownership of any City Work Product.

(b) *Transfer of Instruments of Service*. Immediately upon the City's payment of the Owner's Representative for its Phase I(a) Costs, all of the Owner's Representative's right, title, and interest, including licenses, in and to all Instruments of Service, whether or not used or accepted by the City, shall immediately become the property of the City without any further evidence of transfer or assignment. However, to the extent that the City determines that further documentation or assurances are necessary to evidence the transfer, assignment, or licensing of any Instruments of Service, the Owner's Representative shall fully cooperate with the City and use all reasonable and lawful means to deliver written documentation or assurances, including those to be executed by the Owner's Representative's Project Team, to evidence the transfer, assignment, or licensing of the Instruments of Service to the City.

The obligation of the City to pay the Owner's Representative for its Phase I(a) Costs is expressly limited to the extent of the Owner's Representative's ability to lawfully grant or

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cause to be granted such Instruments of Service to the City, and only to the extent of Owner's Representative's interest therein. City acknowledges that Owner's Representative will typically only receive licenses to Instruments of Service prepared by the Project Team (particularly architecture and engineering design), and that assignment of such licenses (if that is the only right that Owner's Representative has to such Instruments of Service) will satisfy Owner's Representative's obligation to grant such Instruments of Service to City.

Section 9. Term and Termination.

(a) *Term.* The term of this Agreement (the "**Term**") shall commence immediately upon the Effective Date and expire upon the Parties' execution and delivery of the PDA, unless earlier terminated by either Party in accordance with this Section 9.

(b) *Termination by the City.* The City may terminate this Agreement with or without cause and for any reason whatsoever, by giving written notice of termination to the Owner's Representative at least 30 days prior to the effective date of termination, which shall be specified in such written notice; subject, however to Section 9(d) below.

(c) *Termination by Owner's Representative.* The Owner's Representative may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the City at least 60 days prior to the effective date of termination, which shall be specified in such written notice. Additionally, the Owner's Representative may terminate this Agreement upon the occurrence of any one of the following: (i) the City's failure to pay outstanding Phase I(a) Costs to the Owner's Representative more than 30 days after such payment is due; or (ii) the City's material failure to properly perform its responsibilities hereunder.

(d) *Payment Following Termination*. Termination of this Agreement shall not release the City from payment of any accrued and unpaid portion of amounts owed to the Owner's Representative. The City shall use all reasonable and lawful means to pay any outstanding Phase I(a) Costs to the Owner's Representative within 30 calendar days of termination and receipt of a final Invoice.

(e) *Rights Upon Termination or Expiration*. Upon expiration or termination of this Agreement for any reason, the Owner's Representative shall upon the request of the City, immediately transfer to the City all Instruments of Service and other deliverables prepared by the Owner's Representative pursuant to this Agreement, in whatever form such information and work product may exist, to the extent requested by the City.

(f) *Remedies, Rights, and No Implied Waiver*. Notwithstanding any exercise by the City of its rights of early termination, the Owner's Representative shall not be relieved of any liability to the City for damages owed to the City by virtue of any breach of this Agreement by the Owner's Representative or for amounts otherwise owed to the City by the Owner's Representative. Termination by the City is not an exclusive remedy for any breach by the Owner's Representative but is in addition to all other rights and remedies provided in equity, by law, or under this Agreement; subject, however, to Section 10(h) hereof.

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Section 10. General Provisions.

(a) *Representations and Warranties*. Each Party represents and warrants to the other Party all of the following:

(i) The Party has all requisite power and authority to enter into this Agreement and consummate the transactions set forth herein, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction set forth herein, and no permission, approval, or consent by any additional third parties or governmental authorities is required for the Party to enter into and consummate this Agreement.

(ii) This Agreement is a valid obligation of the Party and is binding upon and enforceable against the Party in accordance with its terms.

(iii) The consummation by the Party of this Agreement and the Project set forth herein do not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal, state, or municipal regulatory body, administrative agency, or other governmental body having jurisdiction over the Party.

(b) *Confidentiality of Information and Negotiations*.

(i) If the Owner's Representative provides information to the City, in whatever form or medium, concerning the operations or affairs of the Owner's Representative or member of the Project Team, whether developed prior to or on or after the Effective Date, that is generally considered under the law to be of a confidential or privileged nature and is marked as "Confidential" plainly on the face of any such document or information, the City agrees that it will keep confidential and not disclose any such information submitted by Owner's Representative in the course of the negotiations ("**Confidential Information**") except for disclosures:

A. in the process of discussions, meetings or conferences with its officers, agents, employees and representatives who reasonably need to know this information for purposes of evaluating, approving or executing the transactions contemplated hereby;

B. in response to a legal process or as otherwise required by law, including the Texas Public Information Act (the "**TPIA**") with prompt written notice being delivered to Owner's Representative regarding such disclosure, or as otherwise required by any order of a legal authority under applicable law; or

C. in any manner to which Owner's Representative affirmatively consents.

(ii) Subject to any third-party rights under the TPIA, the City and Owner's Representative agree that neither shall have the right to require the other to disclose attorney-client privileged communications or work product.

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(iii) The City shall use reasonable efforts to provide prompt written notice to Owner's Representative of any request received by the City pursuant to the TPIA or by any competent legal authority requesting Confidential Information or information collected, assembled or maintained for the City and to which the City has contractual access, for the purpose of providing Owner's Representative an opportunity to seek to protect such information from disclosure. Under the TPIA, documents collected, assembled or maintained for the City and to which the City has access under the terms of a contract may be deemed public information, subject to the exceptions in the TPIA. The City makes no representation as to how the Attorney General of Texas will rule on any public information request but agrees to reasonably cooperate with Owner's Representative in asserting exemption claims under the TPIA, provided any extensive briefing or analysis of documentation will be the responsibility of the Owner's Representative.

(iv) Upon reasonable request of the Owner's Representative, the City shall reasonably cooperate with the Owner's Representative and shall give the Owner's Representative the opportunity to submit briefings to the Office of the Texas Attorney General in the manner provided by the Texas Public Information Act.

(v) The terms of this Section 10(b) will survive the expiration or earlier termination of this Agreement but will be superseded by the terms of the Definitive Agreements, if fully executed.

(c) *Limitations of this Agreement*. The execution of this Agreement by the Parties shall not be construed as an offer or an acceptance by any of the Parties to proceed with the execution of any Definitive Agreements. Execution of this Agreement is limited to the purposes described in Section 2(a) hereof, reserving final discretion to each Party. Final terms relating to the Project shall be established only in Definitive Agreements executed by the Parties.

(d) *The City's Right to Obtain Information and to Consult with Others*. The City reserves the right to obtain information concerning the transaction described by this Agreement from any person, entity, or group.

(e) *Assignment*. The Owner's Representative shall not assign (it being agreed that for purposes of this Agreement, assignment includes, without limitation, a merger, dissolution, sale, pledge or other hypothecation or transfer of a majority of stock or ownership interests in any other form of business entity interests or sale of assets), mortgage, pledge or otherwise transfer their respective interests in this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. However, Owner's Representative may assign its interest in this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control with Owner's Representative ("**Affiliate**") with prior notice to the City. In such a case, the City's consent to said assignment may not be unreasonably withheld, conditioned, or delayed and such consent shall be conditioned upon (i) Owner's Representative demonstrating such Affiliate has comparable or greater financial standing, professional expertise and development capabilities as Owner's Representative as of the Effective Date, and (ii) the execution and

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delivery by such Affiliate of an instrument in form and substance reasonably satisfactory to the City evidencing its full assumption of the Owner's Representative's obligations hereunder. The Party who assigns this Agreement shall provide the other Party with a copy of the assignment.

(f) *Notices*. Formal notices, demands and communications between the Parties will be sufficiently given if, and will not be deemed given unless delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

To the City:	City of Liberty Hill Attn. City Manager 926 Main St. Liberty Hill, Texas 78642 Email: thunter@libertyhilltx.gov
With a Copy to:	City Attorney Attn: Laura Mueller 171 Benney Lane, Bldg. II Dripping Springs, Texas 78620 Email: lmueller@libertyhilltx.gov
To Owner's Representative:	Griffin/Swinerton, LLC Attn: Korin Crawford & Roger Torriero 2422 E 7th Street Austin, TX 78702 Email: kcrawford@griffinswinerton.com, rtorriero@griffinholdings.net
With a Copy To:	Waterloo Legal Services, PLLC Attn: Jeff Nydegger 500 W. 2nd St. Ste. 1900 Austin, TX 78701 Email: jeff@waterlootx.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of registered mail four (4) Business Days following deposit of such instrument in the United States Mail. "**Business Day**" means Monday through Friday, except for state or federal holidays. Notices delivered by email to the email addresses provided above shall also be deemed to have been delivered but only if receipt is personally and affirmatively acknowledged in writing by the recipient.

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(g) *Resolution of Disputes*. Upon written notice from one Party to the other regarding an alleged or actual default by another Party, or a dispute over the interpretation or applicability of any provision of this Agreement, the Parties shall meet to make a good faith effort to resolve the dispute. The notice shall specify the Party's intent to dispute any action or inaction of the other party and the nature of and material facts underlying the dispute. Within fourteen (14) calendar days of delivery of the notice, the Parties' designated representatives and other key team members shall meet in person or over videoconference and attempt to resolve the dispute.

If the dispute is not resolved to the reasonable satisfaction of the Party raising the dispute, then within fourteen (14) calendar days of the meeting, such Party may formally present the matter in writing to the chief executive officer of the other Party, which writing shall contain a detailed briefing of the dispute and the requested resolution of it. Within thirty (30) calendar days of delivery of the notice, an executive officer of the receiving Party shall meet in person or over videoconference with an executive officer of the Party who raised the dispute and attempt to resolve the dispute, after which, the receiving Party will, within fourteen (14) calendar days, deliver to the Party who raised the dispute a written proposal for resolution of the dispute, and the receiving Party shall consider the written proposal in good faith.

If the foregoing process does not resolve the dispute and mediation is acceptable to both Parties, the Party raising the dispute may elect to seek resolution of the dispute by mediation through the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. & REM. CODE § 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. & REM. CODE § 154.073, unless the Parties agree in writing to waive confidentiality.

If the process described does not resolve the dispute and the parties do not agree to mediation, or if the non-binding mediation process does not resolve the dispute, the parties will be entitled to pursue any other remedy available under this Agreement. Neither party will pursue such a remedy without first exhausting the foregoing process; provided, however, that either Party may exercise its rights of terminate under Section 9 hereof without undergoing mediation.

(h) *Limitation on Remedies*. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, punitive damages, exemplary damages, indirect damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

(i) *Capacity*. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE CITY'S ACTIONS IN EXECUTING THIS AGREEMENT AND ITS OBLIGATIONS UNDER THIS AGREEMENT ARE A GOVERNMENTAL FUNCTION.

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(j) *Amendment or Modification to this Agreement*. This Agreement may be amended, modified and/or restated only by a written instrument adopted by all of the Parties and signed by the duly authorized representatives of the Parties hereto.

(k) *Rules of Interpretation.*

(i) Entire Agreement. This Agreement, and those agreement and documents expressly incorporated herein by reference, constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except a subsequent written amendment or supplement to this Agreement signed by both Parties.

(ii) Captions. Captions at the beginning of each Section of this Agreement are for reference only and will in no way define or interpret any provision hereof.

(iii) Construction. Common nouns and pronouns and any variations thereof shall be deemed to refer to masculine, feminine, non-binary, or neuter gender, singular or plural, as the identity of the person, persons or other reference in the context requires. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. Any reference to the TPIA or other statutes, laws, or regulations, forms or schedules shall include the amendments, modifications, supplements, or replacements thereof. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended, modified or supplemented and not to any particular section, subsection or clause contained in this Agreement. Whenever used herein, "or" shall include both the conjunctive and disjunctive, "any" shall mean "one or more," and "including" shall mean "including without limitation."

(iv) Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise, except to the extent limited by Section 10(h) above.

(v) Relationship of Parties; No Third-Party Beneficiaries. The City and Owner's Representative are not partners or joint venturers, nor is either the principal or agent of the other, and nothing herein will be construed to create any such relationship between the City and Owner's Representative, or to render either the City or Owner's Representative liable for any obligations of the other. The only beneficiaries of this Agreement are the City and Owner's Representative. There are no third-party beneficiaries.

(vi) Severability. If any provision of this Agreement or the application thereof to any person or circumstances becomes invalid or unenforceable to any extent, the application of such provision to other persons or circumstances and the remainder

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of this Agreement will not be affected thereby and will be enforced to the greatest extent permitted by law.

(vii) Waivers. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any agreement or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(l) *Governing Law; Venue*. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The obligations of the Parties are performable in Liberty Hill, Texas, and venue for any dispute arising hereunder will lie exclusively in the state district courts located in Travis County, Texas.

(m) *Additional Assurances*. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of a Party, the other Party shall execute such reasonable additional instruments and take such reasonable additional actions as the requesting Party may deem necessary to effectuate this Agreement.

(n) *Successor and Assigns*. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

(o) *State Law Matters*. In addition to the terms provided herein, the Parties agree to the terms and conditions contained in the State Law Addendum attached hereto as EXHIBIT H. In the event of a conflict between EXHIBIT H and the terms of this Agreement, EXHIBIT H shall control.

(p) *Appropriation of Funds*. By its approval of this Agreement, City Council has appropriated current revenues of the City in the amount of $1,470,425 (the "**Appropriated Amount**") for the payment of Phase I(a) Costs due to the Owner's Representative under this Agreement. If for any reason the Phase I(a) Costs payable under this Agreement exceed the Appropriated Amount, the City shall use all reasonable and lawful means to either (i) cause such additional amounts to be appropriated for payment from the City's then current revenues, or (ii) establish a sinking fund wherein it shall deposit lawfully available funds sufficient for the payment of such additional amounts. The Owner's Representative shall not be required to perform any Phase I Activities with respect to which funds have not been lawfully appropriated.

(q) *Counterparts; e-Signatures*. This Agreement may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments

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thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The Parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or *via* DocuSign, Adobe Sign, or any similar means of digital delivery.

(*Signature Page Follows*)

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The undersigned have signed and delivered this Owner's Representative Services Agreement to be effective as of the Effective Date.

CITY:

CITY OF LIBERTY HILL, TEXAS,
A Texas home-rule municipality

By:_____
Thomas Hunter, City Manager

OWNER'S REPRESENTATIVE:

GRIFFIN/SWINERTON, LLC,
a Delaware limited liability company

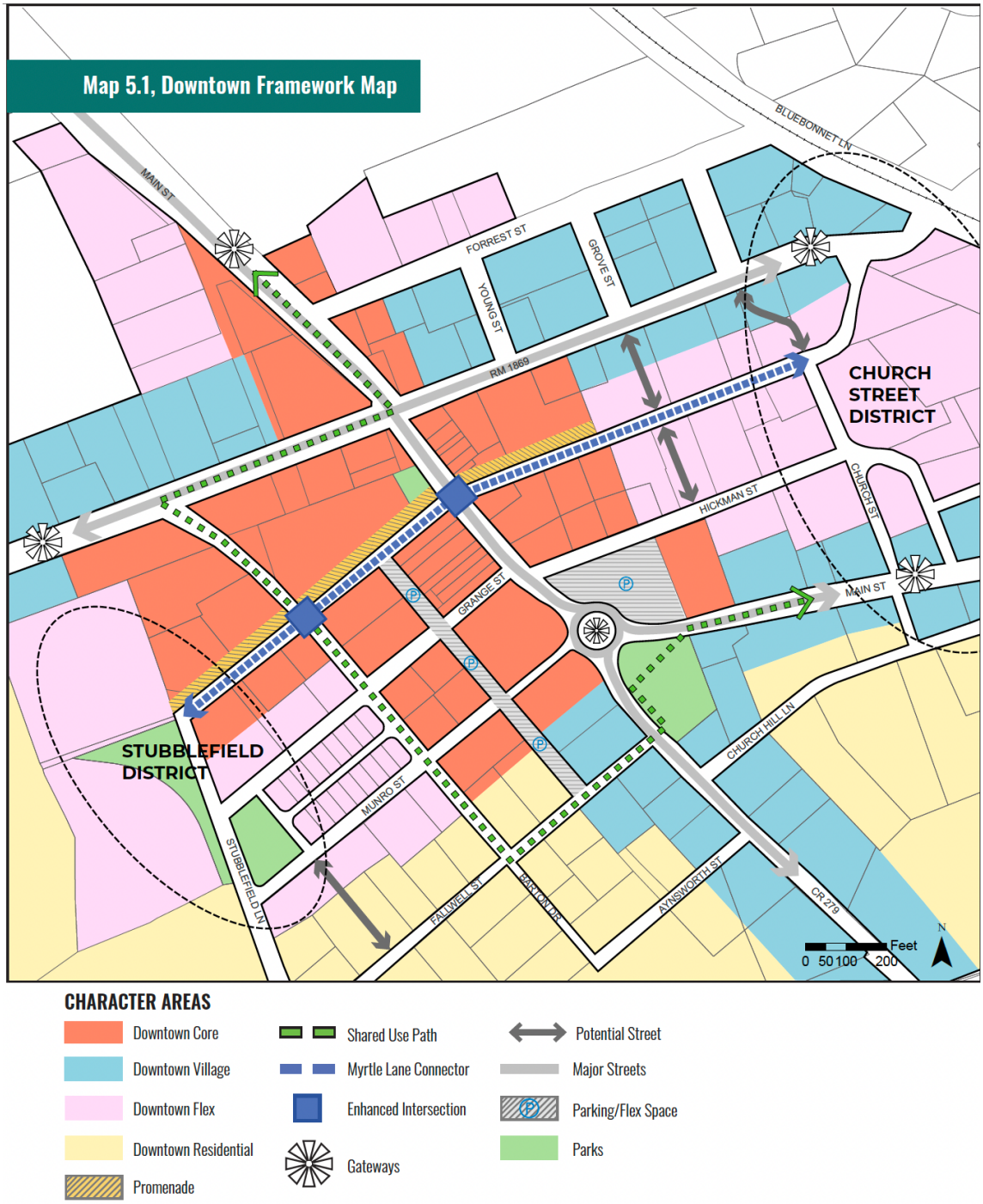
By: DocuSigned by: Korin Crawford 09D03D0CBF39458...
Korin Crawford, Executive Vice President

By: Signed by: 500EEF825A9A4FD...
Roger Torriero, Managing Principal

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EXHIBIT A
PROJECT AREA

The Liberty Hill Downtown Project Area is generally depicted below.



Source: Liberty Hill Downtown Master Plan, July 2024

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EXHIBIT B
PROJECT TEAM

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Exhibit B Project Team

GRIFFIN SWINERTON

The Griffin/Swinerton team is organized into distinct functional groups operating under a unified leadership structure, ensuring alignment and accountability across all disciplines.

LIBERTY HILL
SMALL TOWN • BIG HEART

PROJECT PRINCIPAL



KORIN CRAWFORD
EXECUTIVE VICE PRESIDENT
GRIFFIN/SWINERTON
PRIMARY POINT OF CONTACT

GRIFFIN SWINERTON

OWNER'S REPRESENTATIVE



ROGER TORRIERO
MANAGING PARTNER



TIM KRETZCHMAR
PRINCIPAL



ZACHARY SATT, PE
PROJECT MANAGER

LPA

ARCHITECT



SARA FLOWERS, AIA
PRINCIPAL IN CHARGE,
AUSTIN STUDIO DIRECTOR



JEREMY HART, AIA
PRINCIPAL,
DIRECTOR OF CIVIC + CULTURAL



SOPHIA RAZZAQUE, AIA
MANAGING DIRECTOR

SWINERTON

GENERAL CONTRACTOR



ALISON SATT, PE
VICE PRESIDENT,
DIVISION MANAGER, AUSTIN



MARISA WILLIAMS
PROJECT EXECUTIVE,
PUBLIC/CIVIC MARKET LEAD



HAMZEH AWAD
CHIEF ESTIMATOR



JAMES MANNIX
FIELD OPERATIONS MANAGER

CONSULTANTS

Griffin/Swinerton has established working relationships with the following consultants which are available for this project. We will also collaboratively work with the City to select the final team to best serve the project.

DISCIPLINE TYPES	CONSULTANT
Master Planning	Gensler, Halff
RE Market Analysis	RCLCO
Special District Financing	P3 Works
Financing & Capital	Raymond James, Morgan Stanley, Bank of America
Civil Engineering	Kimley Horn
Retail & Placemaking	TBD
Community Outreach	Rifeline
Parking Specialists	Walker Consulting Engineers
Recreation Center Planning	BRS Architecture, FGMA
Grants	The Goodman Corp.
Historic Preservation	Architexas
Traffic Engineering	Kimley Horn
Dry Utility Coordination	Bay & Associates
Survey	Capitol Survey
Geotechnical Engineering	Braun Intertec

FINANCIAL CAPACITY & ACCESS TO CAPITAL

The Griffin/Swinerton team has significant net worth, liquidity, and access to capital including strong equity and debt relationships with leading financial institutions (select examples below).

SWINERTON
Backed by Swinerton, Inc., audited financial statements available upon request.

$1B
IN CASH/CASH EQUIVALENTS

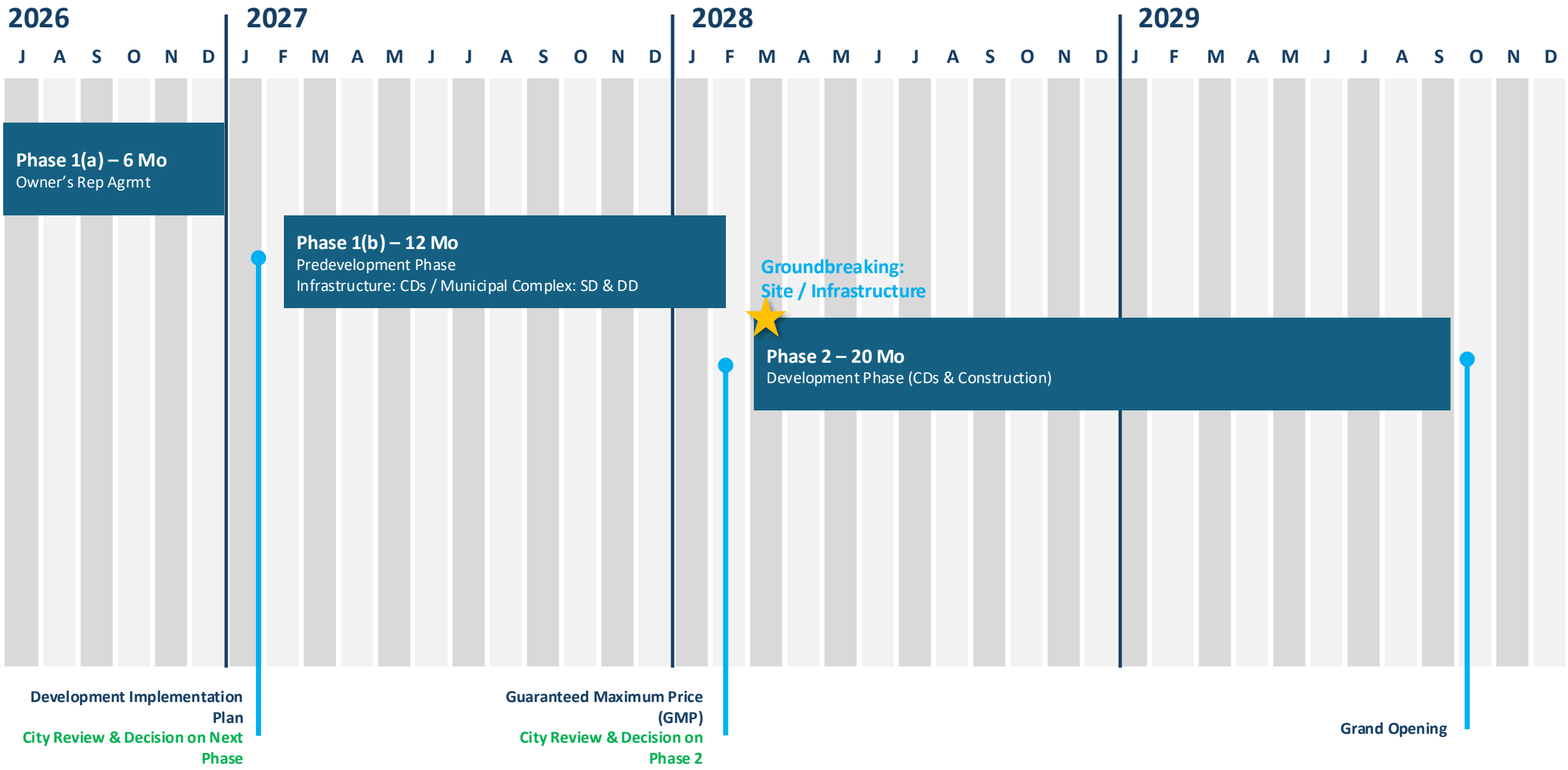
BANK OF AMERICA
Morgan Stanley
Goldman Sachs
CITY NATIONAL BANK
AN RBC COMPANY

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EXHIBIT C
PRELIMINARY DEVELOPMENT SCHEDULE

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EXHIBIT C: PRELIMINARY SCHEDULE



Notes:

1. This indicative schedule is preliminary and subject to change. Phase I(a) is planned for a 6-month schedule. Subsequent phases (e.g., Phase I(b) and Phase 2) will be refined at the end of Phase I(a) deliverables.

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EXHIBIT D
PHASE I(A) ACTIVITIES AND DELIVERABLES

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EXHIBIT D
City of Liberty Hill — Downtown District
Griffin Swinerton Owner's Representative — Preliminary Scope of Services (Phase 1A)

Scope Category	Scope / Description	Key Deliverable(s)
Concept Master Plan: 1. **Creative MP Design** 2. **Infrastructure Plan** 3. **PUD**	Vision and "The Liberty Hill Experience" — a special place, destination, events & programming. Land design, refinement of the adopted Master Plan (massing/test fits), infrastructure plan/design, PUD, design guidelines, and the phasing strategy that sequences catalytic first projects.	Concept Master Plan Infrastructure (Schematic Level) PUD Ordinance & Design Guide
Public Facilities	Municipal Complex needs assessment & programming (program verification, concept development), parking, and plaza / open space.	Needs Assessment & Program Parking Study
Real Estate & Public Finance	Market study and financial feasibility; special district financing; P3 conduit/bond financing; real estate and land acquisition support; economic-development incentive structuring; recommendations on public investment and cost-model development.	Market Study Financing Options Report
Technical Studies / Due Diligence	Geotechnical, survey, transportation, traffic impact analysis, utilities, environmental — leveraging any existing survey, Phase I ESA, and reports where available.	Technical Reports, Survey, etc.
Placemaking & Retail	Vision and concept for retail, hospitality, housing, placemaking / open space, and activations & tactical urbanism (street markets, pop-ups, parklets, performances, etc.).	Per Description
Community	Outreach workshops, pop-up booths, community survey, project website content, social, and newsletter.	Per Description
Preconstruction	Concept-level cost estimating and schedule (infrastructure and public facilities), with constructability/value-engineering input feeding feasibility and phasing.	Cost & Schedule – Concept Level
Implementation	Development Implementation Plan; investor/developer recruitment & solicitation (acting as the City's extension through the process); P3 / partnership structuring support.	Implementation Plans & Documentation
Owner's Representative: Development Management	Serve as the City's development manager and single point of accountability — program leadership, City-staff extension, and coordination of all disciplines below, including procuring and managing separate consultant teams as needed. Lead overall strategy, phasing, decision milestones, and delivery-model and public-investment recommendations.	Program Management & Phasing Strategy

Note: This listing reflects the initial (Phase 1a) Owner's Representative scope. The engagement is anticipated to continue through construction, with subsequent phases adding additional development management, entitlements & permitting, development-agreement review/negotiation, SD, DD, GMP for Municipal Complex, CD for Land Development, additional technical studies as required, preconstruction, and documenting Griffin/Swinerton's transition from Owner's Representative to Master Developer.

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EXHIBIT E
PHASE I(A) BUDGET

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EXHIBIT E: PHASE I(A) BUDGET
JUNE 2026

NOT TO EXCEED BUDGET - UNENCUMBERED & UNSPENT BUDGET SAVINGS ARE RETURNED TO CITY

#	Budget Item	Firm	Total	Comment
	DESIGN & ENGINEERING			
1	Architectural - Concept Master Plan	Gensler & TLS	210,000	
2	Civil Engineering, Utilities, Infrastructure Design	Kimley Horn	200,000	
3	Traffic Impact Analysis	Kimley Horn / TBD	75,000	
4	PUD Ordinance & Design Book	Halff & Associates	120,000	
5	Municipal Complex: Needs Assessment & Concept	LPA	50,000	
6	Landscape, Placemaking, & Retail Strategy	TBD	50,000	
7	Parking Analysis	Walker Consultants	12,000	Shared/Demand based parking
8	Geotechnical Investigations - Update	Braun Intertec	25,000	
9	Survey, Topology, Mapping	Capitol Survey	50,000	
10	Environmental: Phase 1 ESA	Braun Intertec	7,500	
11	Environmental: Other, Stream Mitigation	TBD	2,500	
12	Arborist	TBD	NIC	Possibly in the next phase
13	Fire Flow Testing	TBD	NIC	Possibly in the next phase
	MISCELLANEOUS CONSULTANTS			
14	Real Estate Market Update	RCLCO	30,000	Per proposal
15	Real Estate: ROW & Acquisitions Support	TBD (e.g., 7Arrows)	25,000	
16	Special District Financing	P3 Works	75,000	
17	Community Engagement	Rifeline	50,000	
18	Legal		15,000	
	OTHER EXPENSES			
19	Reimbursables Allowance		10,000	
20	Contingency		100,000	
21	Insurance $11/$1000		13,425	
22	**SUBTOTAL - THIRD PARTY**		**$1,120,425**	
	DEVELOPMENT MANAGEMENT			
23	Pre-Construction & Cost Estimating	Swinerton	100,000	Infrastructure, Municipal Complex, ROMs for private real estate
24	Developer Fixed Overhead	Griffin Swinerton	250,000	
25	**TOTAL - UNDER THIS CONTRACT**		**$1,470,425**	
26	Developer Fixed Fee (At-Risk)	Griffin Swinerton	250,000	Accrues to next phase of Agreement (if we proceed)

Source: Griffin Swinerton, June 2026

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EXHIBIT F
CITY REVIEW SCHEDULE

The City will follow the development review schedule as outlined below:

(a) Subdivision Review – 15 Business Day review of initial submittal, 10 Business Day review for update submittals.

(b) Construction Plan Review (public infrastructure) – 20 Business Day review of initial and update submittals.

(c) Site Development Review – 15 Business Day review of initial submittal, 10 Business Day review for update submittals.

(d) Building Plan Review – 20 Business Day review of initial and update submittals.

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EXHIBIT G
INSURANCE REQUIREMENTS

(a) *Qualifying Insurers*. All insurance policies shall be obtained from insurers authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-VII or better.

(b) *Required Liability Insurance Coverage and Limits*.

(i) Workers' Compensation Insurance with statutory limits, and Employers Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

(ii) Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products - Completed Operations	$1,000,000

(iii) Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage; and

(iv) Umbrella/excess liability insurance with limits of not less than $2,000,000, per occurrence. Such umbrella coverage will be excess over and at least as broad as the underlying coverage as required for Employer's Liability, Commercial General Liability and Business Auto Liability under subsections (i), (ii) and (iii) foregoing, respectively. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

(c) *Endorsements*. All Insurance Policies (with the exception of workers' compensation and employer's liability) will be endorsed and name City of Liberty Hill, Texas as additional insureds for liability caused in whole or in part by Owner's Representative's acts or omissions with respect to its on-going operations up to the actual liability limits of the required insurance policies maintained by Owner's Representative. Commercial General Liability Additional Insured status, including ongoing and completed operations coverage, will be submitted with the certificates of insurance required above. Commercial General Liability and Business Auto Liability will include primary and non-contributory coverage in favor of the City.

(d) *Waivers of Subrogation*. Owner's Representative hereby waives and will cause each contractor or subcontractor to waive all rights of subrogation against the City. All Insurance Policies required hereunder will be endorsed to provide a waiver of subrogation in favor of the City. The waivers set forth above shall extend to the agent of each such person and their respective contractors and employees.

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EXHIBIT H
STATE LAW MATTERS

(a) *State Law Limitations and Prevailing Laws Applicable to the City*. The City is a local government corporation organized under the laws of the State of Texas. The Parties expressly agree that following provisions shall control over any conflicting provisions contained in this Agreement.

(i) No Liens on Public Property. No provision of the Agreement purporting to grant to Owner's Representative (A) a security interest or lien against the real or personal property of the City; or (B) a contractual right or power of attorney to take control over or otherwise handle or dispose of the property of the City, shall be of force and effect.

(ii) Court Costs. No provision of this Agreement requiring the City to pay court costs, costs of suit, or attorney fees incurred by Owner's Representative or any other person in enforcing or interpreting the terms of this Agreement shall be of force and effect, except as otherwise expressly permitted by the laws of the State of Texas.

(iii) Open Records. Any obligation of the City under this Agreement to (A) keep the terms and provisions of this Agreement confidential; and/or (B) not disclose the terms of this Agreement, shall be binding on the City only to the extent permitted by law, including without limitation TEX. GOV'T CODE, Chapter 552 or any successor law or other similar statutory provisions (the "**TPIA**"). the City agrees that it shall notify Owner's Representative upon receipt of a request for release of this Agreement or any terms hereof to any member of the public pursuant to the Texas Public Information Act, and the City shall give Owner's Representative the opportunity to submit briefings to the Office of the Texas Attorney General in the manner provided by the Texas Public Information Act.

(iv) Privileges and Immunities. No provision of this Agreement shall constitute, nor is it intended to constitute, a waiver of any other exemptions, privileges or immunities of the City under the constitution and laws of the State of Texas.

(vi) No Violation of Prevailing Law. the City shall not be required to perform any act or refrain from performing any act under this Agreement if that performance or non-performance would constitute a violation of the constitution or laws of the State.

(b) *Representations and Certifications of Owner's Representative.*

(i) Interested Parties Disclosure. To the extent that this Agreement is a contract with a value of $100,000 or more, prior to entering into this Agreement, and unless otherwise exempt therefrom, Owner's Representative must file a certificate of Interested Parties Form 1295 (a "**1295 Certification**") with the Texas Ethics Commission through its electronic portal in accordance with TEX. GOV'T CODE § 2252.908, as amended, and has delivered evidence of filing to the City. Owner's Representative acknowledges that the City has no obligation, and have not undertaken any responsibility, for advising Owner's Representative with respect to the completion of its 1295 Certification, except for the provision of the contract identification numbers and description of services.

(ii) Verifications Required for Contracts for Goods or Services. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under TEX. GOV'T CODE §§ 2252.152, 2271.002 and 2274.002, as amended, by

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submitting a bid, the bidder does hereby verify that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates:

A. Do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with TEX. GOV'T CODE § 2274.002, as amended, to the extent TEX. GOV'T CODE § 2274.002 does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" has the meaning provided in TEX. GOV'T CODE § 809.001.

B. Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in TEX. GOV'T CODE § 2274.001(3). "Firearm entity" and "firearm trade association" have the meanings provided in TEX. GOV'T CODE §§ 2274.001(6) and (7).

C. Do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in TEX. GOV'T CODE § 808.001.

D. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under TEX. GOV'T CODE § 2252.153 or § 2270.0201.

As used in the foregoing verifications, "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. 230.405 and exists to make a profit.

AGENDA ITEM 4.B

Discussion and consideration of possible action on a construction contract for the City Park Parking Lot Expansion in the amount of $2,481,119.00 to Patin Construction and authorizing the City Manager to execute same.

City Council Meeting Date: July 8, 2026

Requested By: Richard Fibish Parks, Recreation and Facilities Director

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Discuss and consider awarding a construction contract for the City Park Parking Lot Expansion in the amount of $2,481,119 to Patin Construction and authorizing the City Manager to execute same.

AGENDA ITEM WORDING:

Consider and take appropriate action on awarding a construction contract to Patin Construction for the City Park Parking Lot Expansion, including the Base Bid and Alternate Bid No. 1, and authorizing the City Manager to execute the contract.

EXECUTIVE / BACKGROUND SUMMARY:

The City Park Parking Lot project was originally allocated in the FY2025 budget to be completed, but had delays in getting the project moving forward. The design was eventually completed with all permits acquired as part of the construction project, but was delayed to bid until FY2026. This project will expand parking capacity by adding 230 new parking spaces to replace the existing gravel parking area that has been utilized for years. As the City has seen tremendous growth in the use of these fields during soccer season, the parking lot will help minimize issues with parking for the season and to ensure the City can host these events in a more manageable manner.

Overall, the project was bid out to include the main parking area (Base Bid) that is currently gravel parking and included add alternates to the bid for additional wings (Alternative 1) of the parking lot to bring the total parking spaces to 230 for the entire park. The parking lot was also designed to accommodate sidewalks across the park and ADA accessible parking spots with curb ramps where appropriate. This project was also bid to allow prospective bidders to provide pricing for both asphalt and concrete as the material. While concrete provides superior quality and less ongoing maintenance, asphalt can be cheaper to utilize for a project such as this. After reviewing the bids for the project, while asphalt was less expensive than concrete, the ongoing volatility of oil futures made asphalt be less competitive on price when comparing the ongoing maintenance needs of an asphalt parking lot.

After reviewing all bids and bid alternatives, it was determined that Patin Construction was the overall low-bidder for the project. The cost of the overall project when including the Base Bid and Alternative 1 for Patin Construction was $2,196,119. The design engineer's Opinion of Probable Cost for the project was $2,341,740.19. Staff have also included contingency funding of $285,000 to accommodate for irrigation needs to the trees being planted as part of the project. These irrigation items were not included in the original bid package that contractors bid on but they would be funded through Tree Mitigation funds as required. With the Base Bid, Alternative 1, and contingency funding, the overall cost of the project is $2,481,119. As this project has multiple components to it, the funding is broken out into the following categories:

- Parkland-in-lieu funding: $1,500,000
- Tree Mitigation funding: $662,000
- General Fund reserves: $319,119

If approved, the additional funding required to come from General Fund reserves would require a future budget amendment. Staff could also work with the Economic Development Corporation on a budget amendment to utilize their existing fund balance to cover the overage for the project.

FISCAL NOTES / FINANCIAL IMPACT:

The total project authorization is $2,481,119, consisting of a $2,196,119 construction contract (Base Bid plus Alternate Bid No. 1) and a $285,000 owner contingency. Existing project funding includes $1,500,000 from the Parkland Fee-in-Lieu Fund and approximately $662,000 from the Tree Mitigation Fund. A separate budget amendment will be brought forward to appropriate the remaining funds necessary to fully fund the project.

CITY ATTORNEY REVIEW (IF APPLICABLE):

Reviewed and approved as to form by the City Attorney.

SUGGESTED MOTION(S):

Move to award a construction contract to Patin Construction for the City Park Parking Lot Expansion Project in the amount of **$2,481,119**, including the owner contingency, and authorize the City Manager to execute all necessary contract documents.

RESPONSIBLE STAFF / FOLLOW-UP:

Responsible Staff:
Richard Fibish, Director of Parks, Recreation & Facilities

Follow-Up Required:
Upon Council approval, staff will execute the construction contract, issue the Notice to Proceed, coordinate the pre-construction meeting, and begin project implementation, including administration of the contract, construction oversight, and project closeout.

ATTACHMENTS:

Liberty Hill City Park Parking Lot Expansion – Kimley Horn Bid Recommendation Letter

S2026-003 City Park Parking Lot Expansion Construction Contract $2,481,119.00

Bid Tabulation Report Liberty Hill City Park Parking Lot Expansion

CITY OF LIBERTY HILL
STANDARD CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered by and between the City of Liberty Hill, a Home Rule City (the "City"), and Patin Construction (the "Contractor"), collectively referred to as the "Parties".

GENERAL INFORMATION AND TERMS

Contractor's Name and Address:	Patin Construction 3800 W. 2nd Street Taylor, Texas 76574 Attn: Jeff Birkhead
General Description of Work:	City Park Parking Lot Expansion
Maximum Contract Amount:	$2,481,119.00
Effective Date:	On the latest of the dates signed by both parties.
Duration:	Contractor shall complete all required work within 180 calendar days after the effective date of this Contract.

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents which are as follows:

A. This Agreement Between Owner and Contractor
B. Standard General Conditions of the Construction Contract (as amended)
C. Supplementary Conditions
D. Performance Bond
E. Payment Bond
F. Specifications
G. Drawings
H. Warranty Bond

1.02 The Work is generally described as follows:

The scope of work consists of the furnishing and constructing approximately 103,900 SF concrete parking, 18,400 SF of concrete sidewalk, curb ramps, site lighting,

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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earthwork, landscaping/irrigation, erosion control, and other items, as more fully described in the Construction Plans and Project Specifications.

ARTICLE 2—THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City Park Parking Lot Expansion

ARTICLE 3—ENGINEER

3.01 The Project has been designed by the following Engineer:

Kimley-Horn and Associates, Inc.
5301 Southwest Parkway, Building 2, Suite 100 Austin, Texas 78746.
(512) 910-7849
austin.powers@kimley-horn.com

ARTICLE 4—CONTRACT TIME

4.01 *Time is of the Essence*

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Contract Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

4.02 *Contract Time: Days to Achieve Substantial and final Completion*

A. The Work will be substantially complete on or before **one hundred fifty (150) days** from the date of commencement as stated in the Notice to Proceed. The Work will be finally complete and ready for final payment in accordance with the Contract Documents on or before **one hundred eighty (180) calendar days** from the date of commencement.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the Contract Time. The parties also recognize that quantification of the Owner's actual damages for delay are inherently difficult to predict because such damages include, but are not limited to, lost revenue, internal staffing costs, consultant fees, fines and penalties of regulatory authorities; financing costs and professional fees. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. *Substantial Completion:* Contractor shall pay Owner five hundred dollars **($500.00)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars **($500.00)** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. If Owner is prevented from recovery of liquidated damages, or Owner unilaterally elects to forgo recovery of liquidated damages, then Contractor shall be liable to Owner for all damages resulting from Contractor caused delay.

4.06 *Application of Liquidated Damages*

A. The Parties agree that the liquidated damages are intended to reimburse Owner for damages due to delay. Liquidated damages are independent of other damages to which Owner may be entitled pursuant to the Contract Documents.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents, the amounts that follow, subject to adjustment as provided in the Contract Documents:

A. The total Contract Price for all Work is **two million four hundred eighty-one thousand one hundred nineteen dollars zero cents ($2,481,119.00),** subject to adjustment as provided in the Contract Documents. The Contract Price is derived from the Contractor's Bid Form, attached hereto as Exhibit A to this Agreement.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Pay Applications will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below,

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provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

   a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).

   b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 *Interest*

A. Accrual and payment of interest shall be governed by chapter 2251 of the Texas Government Code.

ARTICLE 6—CONTRACTOR REPRESENTATIONS

7.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and other related documents and Technical Data provided with the Bid Documents.

2. Contractor has visited the Site and adjacent areas, has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to the content and applicability of all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work

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or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

5. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8—ADDITIONAL STIPULATIONS, DISLCAIMERS, AND GENERAL PROVISIONS

8.01 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, as amended.

8.02 Additional Provisions

A. *Contract Interpretation.* Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

B. *Controlling Law and Venue.* This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.

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C. *Defined Terms.* Terms used in this Agreement have the meaning stated in the General Conditions.

D. *Assignment of Contract.* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 Documents. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.

E. *Successors and Assigns.* Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

F. *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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. Survival. All provisions in the Contract Documents governing dispute resolution survive termination of the Contract. Unless expressly stated to survive termination all provisions in the Contract Documents, and all rights, responsibilities, obligations, remedies, claims and causes of action arising therefrom cease at termination.

8.03 Statutory Disclaimers

A. When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002). Contractor hereby verifies that it does not boycott Israel and agrees that, during the term of this agreement, Contractor will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies and agrees that, during the term of this agreement, Contractor will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees that, during the term of this agreement, Contractor will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended. Further, Contractor hereby certifies that it is not a company

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identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

B. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (https://www.ethics.state.tx.us/filinginfo/1295/). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

C. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:

i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;

ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and

iii. On completion of the Agreement, either:

1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or

2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. "Contracting information" includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this agreement.

Owner:	Contractor:
CITY OF LIBERTY HILL	Patin Construction
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: 6/29/26
(date signed)	*(date signed)*
Name: THOMAS HUNTER	Name: Tim Patin
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: President
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: PROJECT ESTIMATOR
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	3800 W 2ND STREET
_____	TAYLOR, TX 76574
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: MASON FISHER
(typed or printed)	*(typed or printed)*
Title: _____	Title: PROJECT ESTIMATOR
(typed or printed)	*(typed or printed)*

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Address:	Address: 3800 W 2ND STREET TAYLOR, TX 76574
Phone:	Phone: 512-269-1071
Email:	Email: estimating@patincon.com
	License No.: *(where applicable)*
	State: TEXAS

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EXHIBIT A

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
#0-1	Mobilization, General Conditions	1	LS	$40,000.00	$40,000.00
	EROSION CONTROL IMPROVEMENT				
#1-1	SILT FENCE	1386	LF	$5.00	$6,930.00
#1-2	INLET PROTECTION	4	EA	$500.00	$2,000.00
#1-3	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$2,000.00	$4,000.00
#1-4	TREE PROTECTION	328	LF	$10.00	$3,280.00
#1-5	STAGING AREA	1	EA	$6,000.00	$6,000.00
#1-6	CONCRETE WASHOUT	1	EA	$750.00	$750.00
#1-7	REVEGETATION OF OPEN SPACE	2	AC	$2,100.00	$4,200.00
#1-8	SWPPP PREPARATION	1	LS	$7,500.00	$7,500.00
	STORM SEWER IMPROVEMENT				
#2-1	18" RCP	323	LF	$65.00	$20,995.00
#2-2	24" RCP	136	LF	$85.00	$11,560.00
#2-3	30" RCP	349	LF	$120.00	$41,880.00
#2-4	36" RCP	138	LF	$180.00	$24,840.00
#2-5	5' CURB INLET	1	EA	$3,500.00	$3,500.00
#2-6	10' CURB INLET	3	EA	$4,500.00	$13,500.00
#2-7	18" CAP	1	EA	$500.00	$500.00
#2-8	4' DIA STORM MANHOLE	2	EA	$5,500.00	$11,000.00
#2-9	24"X18" REDUCER	1	EA	$1,500.00	$1,500.00
#2-10	5' DIA STORM MANHOLE	1	EA	$7,500.00	$7,500.00
	SITE AND PAVEMENT IMPROVEMENT				
#3-1	DEMOLITION OF WOODEN POSTS	1	LS	$5,000.00	$5,000.00
#3-2	DEMOLITION OF GRAVEL TRAIL	145	SY	$10.00	$1,450.00
#3-3	DEMOLITION OF GRAVEL LOT	7394	SY	$10.00	$73,940.00
#3-4	SUBGRADE PREPARATION	6705	SY	$3.00	$20,115.00
#3-5	6" THICK MEDIUM DUTY CONCRETE PAVEMENT	3896	SY	$60.00	$233,760.00
#3-6	5" THICK LIGHT DUTY CONCRETE PAVEMENT	2808	SY	$55.00	$154,440.00
#3-7	CONCRETE STANDARD CURB	2600	LF	$20.00	$52,000.00
#3-8	6' WIDE CONCRETE SIDEWALK	1086	SY	$65.00	$70,590.00
#3-9	6' WIDE DECOMPOSED GRANITE PATH	184	SY	$50.00	$9,200.00
#3-10	PARKING LOT LIGHT POLES	9	EA	$5,000.00	$45,000.00
#3-11	CONCRETE WHEEL STOPS	41	EA	$250.00	$10,250.00
#3-12	PARKING LOT PAVERS	85	SY	$50.00	$4,250.00
#3-13	CURB RAMPS	5	EA	$2,500.00	$12,500.00
#3-14	ADJUST EXISTING WASTEWATER MANHOLES TO NEW PAVEMENT/GRADE ELEVATION	3	EA	$500.00	$1,500.00
#3-15	BOLLARDS	1	LS	$5,000.00	$5,000.00
#3-16	SIGNAGE	1	LS	$12,000.00	$12,000.00

EXHIBIT A

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
#3-17	STRIPING	1	LS	$6,000.00	$6,000.00
#3-18	ORNAMENTAL FENCE	332	LF	$210.00	$69,720.00
#3-19	#10 AWG GU	1950	LF	$3.00	$5,850.00
#3-20	#6 AWG CU	2970	LF	$3.30	$9,801.00
#3-21	1" CONDUIT (ELEC.)	1640	LF	$12.00	$19,680.00
	EARTHWORK/WATER QUALITY IMPROVEMENT				
#4-1	EXCAVATION, No Adjustments were accounted for including Pavement, spoils, shrinkage, etc.	1571	CY	$5.00	$7,855.00
#4-2	EMBANKMENT, No Adjustments were accounted for including Pavement, spoils, shrinkage, etc.	1397	CY	$5.00	$6,985.00
#4-3	WATER QUALITY POND A INCLUDING : SPLITTER BOX, RETAINING WALL, OVERFLOW WEIR, ARMOR MAX MATTING, FENCING, ROCK RIP-RAP, BATCH POND ASSEMBLY (TRASH RACK, PIPING, VALVE ASSEMBLY IN VAULT, CONTROL BOX), 6" PVC STORM OUTFALL (159 LF)	1	LS	$170,000.00	$170,000.00
#4-4	CLEARING AND GRUBBING	3	AC	$5,000.00	$15,000.00
	PLANT MATERIAL				
#5-1	BURR OAK (3" CAL. MIN)	6	EA	$745.00	$4,470.00
#5-2	CEDAR ELM (3" CAL. MIN)	7	EA	$580.00	$4,060.00
#5-3	SHUMARD RED OAK (3" CAL. MIN)	7	EA	$640.00	$4,480.00
#5-4	CRAPE MYRTLE (3 - 1" CANES MIN.)	8	EA	$335.00	$2,680.00
#5-5	TEXAS REDBUD (3 - 1" CANES MIN.)	10	EA	$525.00	$5,250.00
#5-6	GIANT LIRIOPE (3 GALLON)	2297	EA	$25.00	$57,425.00
#5-7	SILVER PONYFOOT (1 GALLON)	1393	EA	$15.00	$20,895.00
#5-8	TRAILING LANTANA (1 GALLON)	808	EA	$15.00	$12,120.00
#5-9	BUFFALO GRASS (SOD)	50979	SF	$1.00	$50,979.00
#5-10	BUFFALO GRASS (SEED)	39258	SF	$0.50	$19,629.00
#5-11	MULCH	90	CY	$93.00	$8,370.00
#5-12	TOPSOIL	45	CY	$295.00	$13,275.00
#5-13	TREE STAKES PER DETAIL	38	EA	$40.00	$1,520.00
	Alternate Bid Responses - EROSION CONTROL IMPROVEMENT				
#6-1	SILT FENCE	700	LF	$5.00	$3,500.00
#6-2	INLET PROTECTION	3	EA	$500.00	$1,500.00
#6-3	REVEGETATION OF OPEN SPACE	2	AC	$2,100.00	$4,200.00
	Alternate Bid Responses - STORM SEWER IMPROVEMENT				
#7-1	18" RCP	201	LF	$65.00	$13,065.00
#7-2	5' CURB INLET	2	EA	$3,500.00	$7,000.00
#7-3	10' CURB INLET	1	EA	$4,500.00	$4,500.00
	Alternate Bid Responses - SITE AND PAVEMENT IMPROVEMENT				

EXHIBIT A

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
#8-1	DEMOLITION OF WOODEN POSTS	1	LS	$5,000.00	$5,000.00
#8-2	DEMOLITION OF GRAVEL TRAIL	438	SY	$10.00	$4,380.00
#8-3	DEMOLITION OF GRAVEL LOT	1855	SY	$10.00	$18,550.00
#8-4	SUBGRADE PREPARATION	4611	SY	$3.00	$13,833.00
#8-5	6" THICK MEDIUM DUTY CONCRETE PAVEMENT	2296	SY	$60.00	$137,760.00
#8-6	5" THICK LIGHT DUTY CONCRETE PAVEMENT	2190	SY	$55.00	$120,450.00
#8-7	CONCRETE STANDARD CURB	1543	LF	$20.00	$30,860.00
#8-8	6' WIDE CONCRETE SIDEWALK	1026	SY	$65.00	$66,690.00
#8-9	6' WIDE DECOMPOSED GRANITE PATH	145	SY	$50.00	$7,250.00
#8-10	PARKING LOT LIGHT POLES	5	EA	$5,000.00	$25,000.00
#8-11	CONCRETE WHEEL STOPS	22	EA	$250.00	$5,500.00
#8-12	CURB RAMPS	8	EA	$2,500.00	$20,000.00
#8-13	SIGNAGE	1	LS	$12,000.00	$12,000.00
#8-14	STRIPING	1	LS	$6,000.00	$6,000.00
#8-15	#10 AWG GU	1500	LF	$3.00	$4,500.00
#8-16	#6 AWG CU	3420	LF	$3.30	$11,286.00
#8-17	1" CONDUIT (ELEC.)	1640	LF	$12.00	$19,680.00
	Alternate Bid Responses - EARTHWORK IMPROVEMENT				
#9-1	CLEARING AND GRUBBING	2	AC	$5,000.00	$10,000.00
#9-2	EXCAVATION, No Adjustments were accounted for including Pavement, spoils, shrinkage, etc.	200	CY	$5.00	$1,000.00
#9-3	EMBANKMENT, No Adjustments were accounted for including Pavement, spoils, shrinkage, etc.	6632	CY	$5.00	$33,160.00
	Alternate Bid Responses - PLANT MATERIAL				
#10-1	BURR OAK (3" CAL. MIN)	8	EA	$745.00	$5,960.00
#10-2	CEDAR ELM (3" CAL. MIN)	6	EA	$580.00	$3,480.00
#10-3	SHUMARD RED OAK (3" CAL. MIN)	7	EA	$640.00	$4,480.00
#10-4	CRAPE MYRTLE (3 - 1" CANES MIN.)	9	EA	$335.00	$3,015.00
#10-5	TEXAS REDBUD (3 - 1" CANES MIN.)	8	EA	$525.00	$4,200.00
#10-6	GLOSSY ABELIA (3 GALLON)	30	EA	$50.00	$1,500.00
#10-7	INDIAN HAWTHORN (5 GALLON)	51	EA	$50.00	$2,550.00
#10-8	TEXAS SAGE (5 GALLON)	31	EA	$50.00	$1,550.00
#10-9	GIANT LIRIOPE (3 GALLON)	1008	EA	$25.00	$25,200.00
#10-10	SILVER PONYFOOT (1 GALLON)	2232	EA	$15.00	$33,480.00
#10-11	TRAILING LANTANA (1 GALLON)	963	EA	$15.00	$14,445.00
#10-12	BUFFALO GRASS (SOD)	34608	SF	$1.00	$34,608.00
#10-13	BUFFALO GRASS (SEED)	13496	SF	$0.50	$6,748.00
#10-14	MULCH	90	CY	$93.00	$8,370.00
#10-15	TOPSOIL	45	CY	$295.00	$13,275.00

EXHIBIT A

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
#10-16	STEEL EDGE	440	LF	$15.00	$6,600.00
#10-17	TREE STAKES PER DETAIL	38	EA	$40.00	$1,520.00
Supplementary					
N/A	CONTINGENCY	1	LS	$285,000.00	$285,000.00
			Total	**$2,481,119.00**	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1483083

Date Filed:
06/29/2026

Date Acknowledged:

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

Patin Construction LLC
Taylor, 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 Liberty Hill

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.

S2026-003
City Park Parking Lot Expansion Project

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 Tim Patin, and my date of birth is 12/3/1975

My address is 3800 W. 2nd St., Taylor, TX, 76574, USA
(city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 29 day of June, 2026.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Kimley»Horn

June 8, 2026

Mr. Richard Fibish
Parks, Recreation and Facilities Director
City of Liberty Hill
926 Main St.
Liberty Hill, TX 78642

Via email: *rfibish@libertyhilltx.gov*

RE: Liberty Hill City Park Parking Lot Expansion – Bid Recommendation Letter

Dear Mr. Fibish:

On Wednesday, June 3, 2026 - bids were received, publicly opened, and recorded by the City. There were a total of ten (10) qualified bidders for this project (Cornerstone Site Services, Liberty Civil Construction, Millis Development and Construction, Myers Concrete Construction, Packsaddle Management, Patin Construction, ProDirt Services, Rucoba & Maya Construction, Tegrity Contractors, Ten Point Services and Trimbuilt Construction).

As requested, we have reviewed the bid proposal for the above referenced project. The low Base Bid was $1,438,474.00 (Patin Construction) and the low Base Bid plus Alternate #1 was $2,196,119.00 (Patin Construction).

The Base Bid plus the Base Bid + Alternate #1 included 6” medium duty concrete for the drive aisles and 5” concrete for the parking stalls. Alternate #2 and Alternate #3 revised the concrete pavement to hot mix asphalt pavement at thicknesses of 2.5” for drive aisles and 2” for parking stalls. If Alternate #2 and #3 are selected, it would reduce the cost to $1,285,230.00 and $1,938,179.00, respectively.

One item to consider is the long-term maintenance of hot mix asphalt versus concrete pavement systems. Concrete pavement systems have a higher initial cost but longer life cycle with typically reduced maintenance requirements.

Based on the above information, and if budget allows, we see no reason not to award the project to the low bidder, Patin Construction, for the Base Bid plus Alternate Bid #1.

Sincerely,

Kimley-Horn and Associates, Inc.



Austin Powers, PLA

				Cornerstone Site Services, LLC		Gage and Cade Construction		Liberty Civil Construction		M&C Fonseca Construction Co., In		velopment and Construction - AL		Myers Concrete Construction		Packsaddle Management, LLC		Patin Construction		ProDirt Services		Rucoba & Maya Construction		Tegrity Contractors Inc.		Ten Point Services		Trimbuilt Construction, Inc	
		Total Cost		$3,454,602.00		$2,719,131.90		$2,859,639.03		$4,053,234.25		$3,143,803.16		$3,615,993.59		$3,503,695.00		$2,701,397.00		$2,793,807.13		$4,426,513.81		$2,883,891.53		$5,904,145.56		$3,071,220.48	
#	Items	QuantityRequire	Unit	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
No Basket: Totals					$129,500.00		$109,000.00		$99,829.56		$85,000.00		$147,059.09		$72,389.52		$52,000.00		$40,000.00		$25,869.75		$230,021.00		$175,000.00		$330,000.00		$191,884.00
#0-1	Mobilizatic	1	LS	$129,500.00	$129,500.00	$109,000.00	$109,000.00	$99,829.56	$99,829.56	$85,000.00	$85,000.00	$147,059.09	$147,059.09	$72,389.52	$72,389.52	$52,000.00	$52,000.00	$40,000.00	$40,000.00	$25,869.75	**$25,869.75**	$230,021.00	$230,021.00	$175,000.00	$175,000.00	$330,000.00	$330,000.00	$191,884.00	$191,884.00
EROSION CONTROL IMPROVEMENT LIST: Totals					$26,337.00		$30,215.20		$38,225.61		$72,916.00		$29,096.36		$66,068.66		$42,734.00		$34,660.00		$25,693.17		$174,296.32		$58,402.14		$52,935.00		$19,216.50
#1-1	SILT FENCE	1386	LF	$5.00	$6,930.00	$4.00	$5,544.00	$3.37	$4,670.82	$6.00	$8,316.00	$3.12	$4,324.32	$6.00	$8,316.00	$5.00	$6,930.00	$5.00	$6,930.00	$2.91	$4,033.26	$3.74	$5,183.64	$2.59	**$3,589.74**	$5.50	$7,623.00	$2.65	$3,672.90
#1-2	INLET PRO	4	EA	$122.00	$488.00	$195.00	$780.00	$110.89	**$443.56**	$250.00	$1,000.00	$116.34	$465.36	$279.00	$1,116.00	$125.00	$500.00	$500.00	$2,000.00	$119.81	$479.24	$166.75	$667.00	$220.00	$880.00	$385.00	$1,540.00	$420.00	$1,680.00
#1-3	STABILIZEI	2	EA	$2,165.00	$4,330.00	$1,450.00	$2,900.00	$1,074.66	**$2,149.32**	$1,800.00	$3,600.00	$2,265.47	$4,530.94	$3,378.63	$6,757.26	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$1,141.00	$2,282.00	$4,200.00	$8,400.00	$3,300.00	$6,600.00	$8,500.00	$17,000.00	$1,600.00	$3,200.00
#1-4	TREE PROT	328	LF	$5.00	$1,640.00	$7.90	$2,591.20	$4.59	$1,505.52	$25.00	$8,200.00	$5.69	$1,866.32	$11.15	$3,657.20	$5.50	$1,804.00	$10.00	$3,280.00	$4.56	$1,495.68	$4.25	$1,394.00	$3.30	**$1,082.40**	$11.50	$3,772.00	$3.70	$1,213.60
#1-5	STAGING A	1	EA	$999.00	$999.00	$420.00	**$420.00**	$1,584.10	$1,584.10	$4,800.00	$4,800.00	$3,673.72	$3,673.72	$2,394.19	$2,394.19	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$912.80	$912.80	$1,200.00	$1,200.00	$11,000.00	$11,000.00	$3,500.00	$3,500.00	$1,600.00	$1,600.00
#1-6	CONCRETE	1	EA	$2,050.00	$2,050.00	$1,180.00	$1,180.00	$475.23	**$475.23**	$2,000.00	$2,000.00	$979.66	$979.66	$1,252.66	$1,252.66	$500.00	$500.00	$750.00	$750.00	$513.45	$513.45	$7,000.00	$7,000.00	$8,250.00	$8,250.00	$1,500.00	$1,500.00	$750.00	$750.00
#1-7	REVEGETA	2	AC	$2,750.00	$5,500.00	$6,600.00	$13,200.00	$9,249.85	$18,499.70	$15,000.00	$30,000.00	$4,408.47	$8,816.94	$20,242.11	$40,484.22	$10,000.00	$20,000.00	$2,100.00	$4,200.00	$5,135.87	$10,271.74	$72,725.84	$145,451.68	$11,000.00	$22,000.00	$6,500.00	$13,000.00	$1,850.00	**$3,700.00**
#1-8	SWPPP PR	1	LS	$4,400.00	$4,400.00	$3,600.00	$3,600.00	$8,897.36	$8,897.36	$15,000.00	$15,000.00	$4,439.10	$4,439.10	$2,091.13	**$2,091.13**	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$5,705.00	$5,705.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,400.00	$3,400.00
STORM SEWER IMPROVEMENT LIST: Totals					$121,991.00		$148,179.00		$139,855.48		$182,849.00		$185,107.75		$229,025.16		$194,541.00		$136,775.00		$126,513.27		$199,358.00		$203,714.60		$340,370.00		$147,796.00
#2-1	18" RCP	323	LF	$62.00	**$20,026.00**	$77.50	$25,032.50	$70.32	$22,713.36	$92.00	$29,716.00	$77.83	$25,139.09	$131.15	$42,361.45	$110.00	$35,530.00	$65.00	$20,995.00	$63.48	$20,504.04	$98.00	$31,654.00	$94.60	$30,555.80	$165.00	$53,295.00	$75.00	$24,225.00
#2-2	24" RCP	136	LF	$83.00	$11,288.00	$94.00	$12,784.00	$109.21	$14,852.56	$102.00	$13,872.00	$110.26	$14,995.36	$163.88	$22,287.68	$145.00	$19,720.00	$85.00	$11,560.00	$81.51	**$11,085.36**	$135.00	$18,360.00	$110.00	$14,960.00	$215.00	$29,240.00	$105.00	$14,280.00
#2-3	30" RCP	349	LF	$97.00	**$33,853.00**	$126.50	$44,148.50	$114.78	$40,058.22	$143.00	$49,907.00	$175.11	$61,113.39	$206.51	$72,071.99	$171.00	$59,679.00	$120.00	$41,880.00	$97.28	$33,950.72	$186.00	$64,914.00	$147.40	$51,442.60	$285.00	$99,465.00	$129.00	$45,021.00
#2-4	36" RCP	138	LF	$145.00	$20,010.00	$178.00	$24,564.00	$183.64	$25,342.32	$183.00	$25,254.00	$227.00	$31,326.00	$263.22	$36,324.36	$224.00	$30,912.00	$180.00	$24,840.00	$138.24	**$19,077.12**	$210.00	$28,980.00	$235.40	$32,485.20	$365.00	$50,370.00	$190.00	$26,220.00
#2-5	5' CURB IN	1	EA	$4,750.00	$4,750.00	$4,800.00	$4,800.00	$4,274.76	$4,274.76	$6,000.00	$6,000.00	$6,485.67	$6,485.67	$7,973.88	$7,973.88	$6,000.00	$6,000.00	$3,500.00	**$3,500.00**	$4,930.00	$4,930.00	$6,450.00	$6,450.00	$5,236.00	$5,236.00	$11,500.00	$11,500.00	$4,365.00	$4,365.00
#2-6	10' CURB I	3	EA	$5,700.00	$17,100.00	$6,700.00	$20,100.00	$5,222.92	$15,668.76	$9,200.00	$27,600.00	$7,134.23	$21,402.69	$7,639.15	$22,917.45	$8,500.00	$25,500.00	$4,500.00	**$13,500.00**	$7,136.69	$21,410.07	$9,500.00	$28,500.00	$5,995.00	$17,985.00	$16,500.00	$49,500.00	$5,810.00	$17,430.00
#2-7	18" CAP	1	EA	$257.00	$257.00	$700.00	$700.00	$1,044.99	$1,044.99	$1,200.00	$1,200.00	$648.58	$648.58	$1,993.14	$1,993.14	$1,000.00	$1,000.00	$500.00	$500.00	$228.20	**$228.20**	$1,100.00	$1,100.00	$550.00	$550.00	$1,000.00	$1,000.00	$245.00	$245.00
#2-8	4' DIA STO	2	EA	$4,400.00	$8,800.00	$4,800.00	$9,600.00	$4,624.55	$9,249.10	$8,000.00	$16,000.00	$7,134.23	$14,268.46	$4,246.63	$8,493.26	$4,000.00	**$8,000.00**	$5,500.00	$11,000.00	$4,744.85	$9,489.70	$5,500.00	$11,000.00	$11,000.00	$22,000.00	$13,000.00	$26,000.00	$4,605.00	$9,210.00
#2-9	24"X18" RE	1	EA	$257.00	**$257.00**	$750.00	$750.00	$1,336.46	$1,336.46	$3,800.00	$3,800.00	$648.58	$648.58	$6,777.47	$6,777.47	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$506.29	$506.29	$1,900.00	$1,900.00	$16,500.00	$16,500.00	$2,000.00	$2,000.00	$370.00	$370.00
#2-10	5' DIA STO	1	EA	$5,650.00	$5,650.00	$5,700.00	$5,700.00	$5,314.95	**$5,314.95**	$9,500.00	$9,500.00	$9,079.93	$9,079.93	$7,824.48	$7,824.48	$7,000.00	$7,000.00	$7,500.00	$7,500.00	$5,331.77	$5,331.77	$6,500.00	$6,500.00	$12,000.00	$12,000.00	$18,000.00	$18,000.00	$6,430.00	$6,430.00
SITE AND PAVEMENT IMPROVEMENT LIST: Totals					$1,173,218.00		$752,602.40		$926,935.70		$983,490.50		$811,753.67		$860,190.05		$943,190.00		$822,046.00		$913,903.65		$1,107,288.95		$807,161.24		$1,259,436.50		$923,487.50
#3-1	DEMOLITIC	1	LS	$13,450.00	$13,450.00	$10,000.00	$10,000.00	$81,162.59	$81,162.59	$1,200.00	**$1,200.00**	$9,429.23	$9,429.23	$2,365.40	$2,365.40	$2,400.00	$2,400.00	$5,000.00	$5,000.00	$4,235.23	$4,235.23	$1,500.00	$1,500.00	$8,470.00	$8,470.00	$7,600.00	$7,600.00	$4,000.00	$4,000.00
#3-2	DEMOLITIC	145	SY	$5.90	$855.50	$5.00	$725.00	$9.01	$1,306.45	$4.50	**$652.50**	$7.35	$1,065.75	$20.57	$2,982.65	$5.00	$725.00	$10.00	$1,450.00	$43.81	$6,352.45	$19.00	$2,755.00	$6.60	$957.00	$15.50	$2,247.50	$7.50	$1,087.50
#3-3	DEMOLITIC	7394	SY	$1.00	**$7,394.00**	$1.00	**$7,394.00**	$1.23	$9,094.62	$4.50	$33,273.00	$7.35	$54,345.90	$5.36	$39,631.84	$5.00	$36,970.00	$10.00	$73,940.00	$8.04	$59,447.76	$12.00	$88,728.00	$6.60	$48,800.40	$11.50	$85,031.00	$7.50	$55,455.00
#3-4	SUBGRADE	6705	SY	$14.60	$97,893.00	$11.00	$73,755.00	$2.49	**$16,695.45**	$12.00	$80,460.00	$6.31	$42,308.55	$3.38	$22,662.90	$10.00	$67,050.00	$3.00	$20,115.00	$2.57	$17,231.85	$28.00	$187,740.00	$5.50	$36,877.50	$9.20	$61,686.00	$6.50	$43,582.50
#3-5	6" THICK M	3896	SY	$93.00	$362,328.00	$50.00	$194,800.00	$71.28	$277,706.88	$75.00	$292,200.00	$55.11	$214,708.56	$67.91	$264,577.36	$80.00	$311,680.00	$60.00	$233,760.00	$78.39	$305,407.44	$70.00	$272,720.00	$58.41	$227,565.36	$65.00	$253,240.00	$44.15	**$172,008.40**
#3-6	5" THICK L	2808	SY	$92.00	$258,336.00	$46.30	$130,010.40	$64.53	$181,200.24	$72.00	$202,176.00	$48.98	$137,535.84	$60.59	$170,136.72	$75.00	$210,600.00	$55.00	$154,440.00	$70.97	$199,283.76	$68.00	$190,944.00	$57.33	$160,982.64	$60.00	$168,480.00	$40.00	**$112,320.00**
#3-7	CONCRETE	2600	LF	$20.75	$53,950.00	$8.00	**$20,800.00**	$13.78	$35,828.00	$30.00	$78,000.00	$13.47	$35,022.00	$13.69	$35,594.00	$12.00	$31,200.00	$20.00	$52,000.00	$11.75	$30,550.00	$27.00	$70,200.00	$11.66	$30,316.00	$38.00	$98,800.00	$12.00	$31,200.00
#3-8	6' WIDE CC	1086	SY	$62.25	$67,603.50	$69.00	$74,934.00	$76.56	$83,144.16	$72.00	$78,192.00	$70.41	$76,465.26	$78.94	$85,728.84	$75.00	$81,450.00	$65.00	$70,590.00	$77.36	$84,012.96	$69.00	$74,934.00	$40.85	**$44,363.10**	$76.00	$82,536.00	$57.50	$62,445.00
#3-9	6' WIDE DE	184	SY	$134.00	$24,656.00	$30.00	**$5,520.00**	$36.20	$6,660.80	$48.00	$8,832.00	$139.03	$25,581.52	$74.42	$13,693.28	$30.00	**$5,520.00**	$50.00	$9,200.00	$59.83	$11,008.72	$52.00	$9,568.00	$48.14	$8,857.76	$65.00	$11,960.00	$35.00	$6,440.00
#3-10	PARKING L	9	EA	$13,400.00	$120,600.00	$8,900.00	$80,100.00	$8,542.55	$76,882.95	$7,000.00	$63,000.00	$8,635.68	$77,721.12	$8,929.78	$80,368.02	$5,500.00	$49,500.00	$5,000.00	$45,000.00	$4,564.00	$41,076.00	$5,750.00	$51,750.00	$1,500.00	**$13,500.00**	$25,615.00	$230,535.00	$11,700.00	$105,300.00
#3-11	CONCRETE	41	EA	$136.00	$5,576.00	$134.00	$5,494.00	$156.86	$6,431.26	$250.00	$10,250.00	$140.83	$5,774.03	$159.34	$6,532.94	$130.00	$5,330.00	$250.00	$10,250.00	$136.92	$5,613.72	$93.50	**$3,833.50**	$110.00	$4,510.00	$385.00	$15,785.00	$137.00	$5,617.00
#3-12	PARKING L	85	SY	$211.00	$17,935.00	$195.00	$16,575.00	$216.49	$18,401.65	$85.00	$7,225.00	$217.18	$18,460.30	$118.19	$10,046.15	$190.00	$16,150.00	$50.00	**$4,250.00**	$313.77	$26,670.45	$115.00	$9,775.00	$121.00	$10,285.00	$275.00	$23,375.00	$224.00	$19,040.00
#3-13	CURB RAM	5	EA	$1,775.00	$8,875.00	$950.00	$4,750.00	$1,383.45	$6,917.25	$4,000.00	$20,000.00	$918.43	$4,592.15	$2,374.62	$11,873.10	$2,500.00	$12,500.00	$2,500.00	$12,500.00	$1,519.81	$7,599.05	$2,200.00	$11,000.00	$1,650.00	$8,250.00	$3,850.00	$19,250.00	$750.00	**$3,750.00**
#3-14	ADJUST EX	3	EA	$2,800.00	$8,400.00	$300.00	**$900.00**	$446.68	$1,340.04	$1,200.00	$3,600.00	$1,945.70	$5,837.10	$1,313.77	$3,941.31	$1,200.00	$3,600.00	$500.00	$1,500.00	$1,687.59	$5,062.77	$2,500.00	$7,500.00	$1,320.00	$3,960.00	$2,450.00	$7,350.00	$22,072.00	$66,216.00
#3-15	BOLLARDS	1	LS	$15,500.00	$15,500.00	$8,400.00	$8,400.00	$17,771.49	$17,771.49	$3,800.00	$3,800.00	$8,025.62	$8,025.62	$4,572.17	$4,572.17	$2,500.00	**$2,500.00**	$5,000.00	$5,000.00	$14,851.25	$14,851.25	$8,000.00	$8,000.00	$6,500.00	$6,500.00	$9,350.00	$9,350.00	$3,000.00	$3,000.00
#3-16	SIGNAGE	1	LS	$9,900.00	$9,900.00	$10,000.00	$10,000.00	$9,187.78	$9,187.78	$4,800.00	$4,800.00	$2,204.24	**$2,204.24**	$5,567.08	$5,567.08	$7,400.00	$7,400.00	$12,000.00	$12,000.00	$9,926.69	$9,926.69	$4,500.00	$4,500.00	$2,970.00	$2,970.00	$8,675.00	$8,675.00	$3,180.00	$3,180.00
#3-17	STRIPING	1	LS	$6,550.00	$6,550.00	$6,000.00	$6,000.00	$5,227.53	$5,227.53	$24,000.00	$24,000.00	$6,122.88	$6,122.88	$16,129.03	$16,129.03	$9,200.00	$9,200.00	$6,000.00	$6,000.00	$5,705.00	$5,705.00	$4,500.00	$4,500.00	$7,700.00	$7,700.00	$24,000.00	$24,000.00	$3,326.00	**$3,326.00**
#3-18	ORNAMEN	332	LF	$148.00	$49,136.00	$160.00	$53,120.00	$138.13	$45,859.16	$150.00	$49,800.00	$199.61	$66,270.52	$95.60	$31,739.20	$150.00	$49,800.00	$210.00	$69,720.00	$149.24	$49,547.68	$200.00	$66,400.00	$75.14	$24,946.48	$138.00	$45,816.00	$68.50	**$22,742.00**
#3-19	#10 AWG C	1950	LF	$3.25	$6,337.50	$2.20	$4,290.00	$4.68	$9,126.00	$2.00	$3,900.00	$1.61	$3,139.50	$0.70	**$1,365.00**	$3.75	$7,312.50	$3.00	$5,850.00	$1.65	$3,217.50	$2.48	$4,826.25	$25.00	$48,750.00	$8.00	$15,600.00	$28.54	$55,653.00
#3-20	#6 AWG CI	2970	LF	$3.25	$9,652.50	$5.50	$16,335.00	$3.62	$10,751.40	$5.00	$14,850.00	$2.68	$7,959.60	$1.67	**$4,959.90**	$4.25	$12,622.50	$3.30	$9,801.00	$3.14	$9,325.80	$3.96	$11,761.20	$20.00	$59,400.00	$12.00	$35,640.00	$25.55	$75,883.50
#3-21	1" CONDU	1640	LF	$17.25	$28,290.00	$17.50	$28,700.00	$16.00	$26,240.00	$2.00	**$3,280.00**	$5.60	$9,184.00	$27.88	$45,723.20	$12.00	$19,680.00	$12.00	$19,680.00	$10.84	$17,777.60	$14.85	$24,354.00	$30.00	$49,200.00	$32.00	$52,480.00	$43.44	$71,241.60
EARTHWORK/WATER QUALITY IMPROVEMENT LIST: Totals					$211,303.30		$80,812.50		$197,724.40		$273,806.00		$325,273.28		$197,844.75		$295,360.00		$199,840.00		$191,555.01		$355,563.00		$269,327.30		$655,440.00		$132,757.00
#4-1	EXCAVATIC	1571	CY	$40.75	$64,018.25	$9.50	$14,924.50	$17.51	$27,508.21	$18.00	$28,278.00	$17.68	$27,775.28	$21.61	$33,949.31	$20.00	$31,420.00	$5.00	$7,855.00	$27.10	$42,574.10	$38.00	$59,698.00	$15.40	$24,193.40	$46.00	$72,266.00	$4.00	**$6,284.00**
#4-2	EMBANKM	1397	CY	$5.25	$7,334.25	$4.00	$5,588.00	$6.62	$9,248.14	$24.00	$33,528.00	$21.47	$29,993.59	$26.68	$37,271.96	$20.00	$27,940.00	$5.00	$6,985.00	$2.28	**$3,185.16**	$45.00	$62,865.00	$18.70	$26,123.90	$38.00	$53,086.00	$4.00	$5,588.00
#4-3	WATER QL	1	LS	$135,000.80	$135,000.80	$60,000.00	**$60,000.00**	$158,854.85	$158,854.85	$188,000.00	$188,000.00	$261,063.65	$261,063.65	$113,802.33	$113,802.33	$224,000.00	$224,000.00	$170,000.00	$170,000.00	$143,057.35	$143,057.35	$215,000.00	$215,000.00	$213,400.00	$213,400.00	$495,438.00	$495,438.00	$112,885.00	$112,885.00
#4-4	CLEARING	3	AC	$1,650.00	$4,950.00	$100.00	**$300.00**	$704.40	$2,113.20	$8,000.00	$24,000.00	$2,146.92	$6,440.76	$4,273.73	$12,821.19	$4,000.00	$12,000.00	$5,000.00	$15,000.00	$912.80	$2,738.40	$6,000.00	$18,000.00	$1,870.00	$5,610.00	$11,550.00	$34,650.00	$2,500.00	$7,500.00
PLANT MATERIAL LIST: Totals					$294,880.70		$235,232.90		$161,163.86		$212,591.25		$295,925.90		$342,296.37		$372,092.00		$205,153.00		$257,388.42		$246,840.27		$187,574.53		$332,701.62		$297,995.23
#5-1	BURR OAK	6	EA	$999.00	$5,994.00	$1,000.00	$6,000.00	$653.71	$3,922.26	$1,500.00	$9,000.00	$1,007.62	$6,045.72	$1,884.80	$11,308.80	$600.00	$3,600.00	$745.00	$4,470.00	$741.65	$4,449.90	$1,094.50	$6,567.00	$573.38	$3,440.28	$1,460.00	$8,760.00	$471.13	**$2,826.78**
#5-2	CEDAR ELA	7	EA	$888.00	$6,216.00	$1,000.00	$7,000.00	$509.02	$3,563.14	$1,500.00	$10,500.00	$907.95	$6,355.65	$1,884.80	$13,193.60	$550.00	$3,850.00	$580.00	$4,060.00	$684.60	$4,792.20	$1,314.50	$9,201.50	$565.35	$3,957.45	$1,460.00	$10,220.00	$376.63	**$2,636.41**
#5-3	SHUMARD	7	EA	$955.00	$6,685.00	$1,000.00	$7,000.00	$559.72	$3,918.04	$1,500.00	$10,500.00	$973.78	$6,816.46	$1,884.80	$13,193.60	$550.00	$3,850.00	$640.00	$4,480.00	$741.65	$5,191.55	$1,094.50	$7,661.50	$565.35	$3,957.45	$1,460.00	$10,220.00	$376.63	**$2,636.41**
#5-4	CRAPE MY	8	EA	$655.00	$5,240.00	$600.00	$4,800.00	$292.53	$2,340.24	$300.00	$2,400.00	$430.93	$3,447.44	$1,884.80	$15,078.40	$400.00	$3,200.00	$335.00	$2,680.00	$627.55	$5,020.40	$852.50	$6,820.00	$269.74	**$2,157.92**	$730.00	$5,840.00	$347.48	$2,779.84
#5-5	TEXAS RED	10	EA	$749.00	$7,490.00	$800.00	$8,000.00	$458.33	$4,583.30	$300.00	$3,000.00	$937.19	$9,371.90	$1,884.80	$18,848.00	$400.00	$4,000.00	$525.00	$5,250.00	$701.72	$7,017.20	$852.50	$8,525.00	$234.80	**$2,348.00**	$730.00	$7,300.00	$307.00	$3,070.00
#5-6	GIANT LIRI	2297	EA	$28.00	$64,316.00	$35.00	$80,395.00	$20.07	$46,100.79	$28.00	$64,316.00	$41.61	$95,578.17	$56.54	$129,872.38	$20.00	$45,940.00	$25.00	$57,425.00	$22.82	$52,417.54	$46.20	$106,121.40	$22.00	$50,534.00	$43.00	$98,771.00	$16.74	**$38,451.78**
#5-7	SILVER POI	1393	EA	$13.25	$18,457.25	$16.00	$22,288.00	$12.67	$17,649.31	$12.00	$16,716.00	$25.72	$35,827.96	$20.73	$28,876.89	$10.00	$13,930.00	$15.00	$20,895.00	$9.13	$12,718.09	$14.30	$19,919.90	$22.00	$30,646.00	$24.00	$33,432.00	$8.50	**$11,840.50**
#5-8	TRAILING I	808	EA	$13.25	$10,706.00	$16.00	$12,928.00	$12.67	$10,237.36	$12.00	$9,696.00	$25.72	$20,781.76	$20.73	$16,749.84	$11.00	$8,888.00	$15.00	$12,120.00	$9.13	**$7,377.04**	$14.30	$11,554.40	$44.00	$35,552.00	$24.00	$19,392.00	$9.20	$7,433.60
#5-9	BUFFALO G	50979	SF	$1.25	$63,723.75	$0.80	$40,783.20	$0.77	**$39,253.83**	$1.25	$63,723.75	$1.33	$67,802.07	$1.28	$65,253.12	$5.00	$254,895.00	$1.00	$50,979.00	$1.64	$83,605.56	$1.03	$52,508.37	$0.83	$42,312.57	$2.08	$106,036.32	$4.18	$213,092.22
#5-10	BUFFALO G	39258	SF	$0.15	**$5,888.70**	$0.15	**$5,888.70**	$0.24	$9,421.92	$0.25	$9,814.50	$0.80	$31,406.40	$0.38	$14,918.04	$0.50	$19,629.00	$0.50	$19,629.00	$1.03	$40,435.74	$0.15	**$5,888.70**	$0.17	$6,673.86	$0.35	$13,740.30	$0.15	**$5,888.70**
#5-11	MULCH	90	CY	$99.00	$8,910.00	$100.00	$9,000.00	$81.40	$7,326.00	$85.00	$7,650.00	$87.38	$7,864.20	$84.82	$7,633.80	$50.00	$4,500.00	$93.00	$8,370.00	$139.77	$12,579.30	$52.80	$4,752.00	$41.25	**$3,712.50**	$92.00	$8,280.00	$42.12	$3,790.80
#5-12	TOPSOIL	45	CY	$2,000.00	$90,000.00	$650.00	$29,250.00	$256.97	$11,563.65	$75.00	$3,375.00	$63.59	$2,861.55	$131.94	$5,937.30	$70.00	$3,150.00	$295.00	$13,275.00	$339.56	$15,280.20	$60.50	$2,722.50	$27.50	**$1,237.50**	$124.00	$5,580.00	$29.55	$1,329.75
#5-13	TREE STAK	38	EA	$33.00	$1,254.00	$50.00	$1,900.00	$33.79	$1,284.02	$50.00	$1,900.00	$46.49	$1,766.62	$37.70	$1,432.60	$70.00	$2,660.00	$40.00	$1,520.00	$171.15	$6,503.70	$121.00	$4,598.00	$27.50	**$1,045.00**	$135.00	$5,130.00	$58.38	$2,218.44
Alternate Bid Responses - EROSION CONTROL IMPROVEMENT LIST:					$14,447.00		$16,485.00		$21,173.02		$29,100.00		$11,232.15		$18,720.20		$23,875.00		$9,200.00		$12,668.11		$148,568.18		$24,638.00		$17,705.00		$5,870.00
#6-1	SILT FENCE	700	LF	$4.70	$3,290.00	$3.80	$2,660.00	$3.37	$2,359.00	$6.00	$4,200.00	$3.09	$2,163.00	$6.27	$4,389.00	$5.00	$3,500.00	$5.00	$3,500.00	$2.91	$2,037.00	$3.74	$2,616.25	$2.59	**$1,813.00**	$5.50	$3,850.00	$2.65	$1,855.00
#6-2	INLET PRO	3	EA	$119.00	$357.00	$75.00	**$225.00**	$110.78	$332.34	$300.00	$900.00	$115.11	$345.33	$278.82	$836.46	$125.00	$375.00	$500.00	$1,500.00	$119.80	$359.40	$166.75	$500.25	$275.00	$825.00	$285.00	$855.00	$105.00	$315.00
#6-3	REVEGETA	2	AC	$5,400.00	$10,800.00	$6,800.00	$13,600.00	$9,240.84	$18,481.68	$12,000.00	$24,000.00	$4,361.91	$8,723.82	$6,747.37	$13,494.74	$10,000.00	$20,000.00	$2,100.00	$4,200.00	$5,135.87	$10,271.74	$72,725.84	$145,451.68	$11,000.00	$22,000.00	$6,500.00	$13,000.00	$1,850.00	**$3,700.00**
Alternate Bid Responses - STORM SEWER IMPROVEMENT LIST: Tota					$29,969.00		$31,877.50		$29,083.26		$39,692.00		$35,372.15		$48,780.04		$42,610.00		$24,565.00		$28,490.52		$42,098.00		$35,481.66		$72,665.00		$29,615.00
#7-1	18" RCP	201	LF	$69.00	$13,869.00	$77.50	$15,577.50	$76.24	$15,324.24	$92.00	$18,492.00	$77.01	$15,479.01	$131.15	$26,361.15	$110.00	$22,110.00	$65.00	$13,065.00	$63.48	**$12,759.48**	$98.00	$19,698.00	$94.60	$19,014.60	$165.00	$33,165.00	$75.00	$15,075.00
#7-2	5' CURB IN	2	EA	$4,600.00	$9,200.00	$4,800.00	$9,600.00	$4,270.59	$8,541.18	$6,000.00	$12,000.00	$6,417.16	$12,834.32	$6,221.71	$12,443.42	$6,000.00	$12,000.00	$3,500.00	**$7,000.00**	$4,930.03	$9,860.06	$6,450.00	$12,900.00	$5,236.00	$10,472.00	$11,500.00	$23,000.00	$4,365.00	$8,730.00
#7-3	10' CURB I	1	EA	$6,900.00	$6,900.00	$6,700.00	$6,700.00	$5,217.84	$5,217.84	$9,200.00	$9,200.00	$7,058.86	$7,058.86	$9,975.47	$9,975.47	$8,500.00	$8,500.00	$4,500.00	**$4,500.00**	$5,870.98	$5,870.98	$9,500.00	$9,500.00	$5,995.00	$5,995.00	$16,500.00	$16,500.00	$5,810.00	$5,810.00
Alternate Bid Responses - SITE AND PAVEMENT IMPROVEMENT LIS					$763,467.00		$492,129.50		$537,577.19		$647,732.50		$486,039.66		$566,463.93		$610,621.00		$508,739.00		$556,310.60		$689,841.70		$549,475.14		$810,447.70		$588,055.50
#8-1	DEMOLITIC	1	LS	$4,400.00	$4,400.00	$1,500.00	**$1,500.00**	$26,936.94	$26,936.94	$2,200.00	$2,200.00	$9,329.63	$9,329.63	$2,365.41	$2,365.41	$2,400.00	$2,400.00	$5,000.00	$5,000.00	$4,235.23	$4,235.23	$1,500.00	**$1,500.00**	$8,470.00	$8,470.00	$7,600.00	$7,600.00	$7,700.00	$7,700.00
#8-2	DEMOLITIC	438	SY	$3.75	**$1,642.50**	$6.00	$2,628.00	$8.88	$3,889.44	$4.50	$1,971.00	$7.27	$3,184.26	$9.14	$4,003.32	$5.00	$2,190.00	$10.00	$4,380.00	$4.83	$2,115.54	$19.00	$8,322.00	$6.60	$2,890.80	$15.50	$6,789.00	$6.00	$2,628.00
#8-3	DEMOLITIC	1855	SY	$4.50	$8,347.50	$2.00	**$3,710.00**	$4.91	$9,108.05	$4.50	$8,347.50	$7.27	$13,485.85	$3.89	$7,215.95	$5.00	$9,275.00	$10.00	$18,550.00	$

#8-15	#10 AWG C	1500	LF	$3.20	$4,800.00	$2.20	$3,300.00	$3.59	$5,385.00	$2.00	$3,000.00	$1.59	$2,385.00	$0.70	**$1,050.00**	$3.75	$5,625.00	$3.00	$4,500.00	$2.80	$4,200.00	$2.48	$3,712.50	$25.00	$37,500.00	$8.00	$12,000.00	$28.50	$42,750.00
#8-16	#6 AWG Cl	3420	LF	$3.20	$10,944.00	$5.50	$18,810.00	$2.51	$8,584.20	$5.00	$17,100.00	$2.65	$9,063.00	$1.67	**$5,711.40**	$4.25	$14,535.00	$3.30	$11,286.00	$3.14	$10,738.80	$3.96	$13,543.20	$20.00	$68,400.00	$12.00	$41,040.00	$25.55	$87,381.00
#8-17	1" CONDU	1640	LF	$15.75	$25,830.00	$17.50	$28,700.00	$5.12	$8,396.80	$2.00	**$3,280.00**	$5.54	$9,085.60	$27.88	$45,723.20	$12.00	$19,680.00	$12.00	$19,680.00	$10.84	$17,777.60	$14.85	$24,354.00	$30.00	$49,200.00	$32.00	$52,480.00	$43.44	$71,241.60
Alternate Bid Responses - EARTHWORK IMPROVEMENT LIST: Totals					$35,691.20		$105,536.00		$59,336.36		$178,768.00		$56,488.48		$184,298.56		$144,640.00		$44,160.00		$29,071.04		$318,640.00		$49,711.20		$284,216.00		$37,328.00
#9-1	CLEARING	2	AC	$1,695.00	$3,390.00	$240.00	**$480.00**	$1,054.02	$2,108.04	$8,000.00	$16,000.00	$2,124.24	$4,248.48	$5,342.25	$10,684.50	$4,000.00	$8,000.00	$5,000.00	$10,000.00	$912.80	$1,825.60	$6,000.00	$12,000.00	$1,870.00	$3,740.00	$11,500.00	$23,000.00	$5,000.00	$10,000.00
#9-2	EXCAVATIC	200	CY	$67.00	$13,400.00	$260.00	$52,000.00	$12.24	$2,448.00	$18.00	$3,600.00	$12.50	$2,500.00	$32.77	$6,554.00	$20.00	$4,000.00	$5.00	$1,000.00	$22.82	$4,564.00	$41.00	$8,200.00	$11.00	$2,200.00	$46.00	$9,200.00	$4.00	**$800.00**
#9-3	EMBANKM	6632	CY	$2.85	**$18,901.20**	$8.00	$53,056.00	$8.26	$54,780.32	$24.00	$159,168.00	$7.50	$49,740.00	$25.19	$167,060.08	$20.00	$132,640.00	$5.00	$33,160.00	$3.42	$22,681.44	$45.00	$298,440.00	$6.60	$43,771.20	$38.00	$252,016.00	$4.00	$26,528.00
Alternate Bid Responses - PLANT MATERIAL LIST: Totals					$187,596.15		$193,040.80		$130,715.47		$174,883.00		$214,893.59		$266,038.56		$269,121.00		$170,981.00		$165,737.55		$190,509.04		$108,069.43		$275,015.74		$217,902.61
#10-1	BURR OAK	8	EA	$928.00	$7,424.00	$1,000.00	$8,000.00	$619.31	$4,954.48	$1,500.00	$12,000.00	$991.08	$7,928.64	$1,768.84	$14,150.72	$600.00	$4,800.00	$745.00	$5,960.00	$741.65	$5,933.20	$1,094.50	$8,756.00	$573.38	$4,587.04	$1,460.00	$11,680.00	$471.13	**$3,769.04**
#10-2	CEDAR ELA	6	EA	$820.00	$4,920.00	$1,000.00	$6,000.00	$473.71	$2,842.26	$1,500.00	$9,000.00	$895.03	$5,370.18	$1,768.84	$10,613.04	$550.00	$3,300.00	$580.00	$3,480.00	$684.60	$4,107.60	$1,314.50	$7,887.00	$565.35	$3,392.10	$1,460.00	$8,760.00	$471.13	**$2,826.78**
#10-3	SHUMARD	7	EA	$885.00	$6,195.00	$1,000.00	$7,000.00	$525.41	$3,677.87	$1,500.00	$10,500.00	$959.23	$6,714.61	$1,768.84	$12,381.88	$550.00	$3,850.00	$640.00	$4,480.00	$741.65	$5,191.55	$1,094.50	$7,661.50	$565.35	$3,957.45	$1,460.00	$10,220.00	$376.63	**$2,636.41**
#10-4	CRAPE MY	9	EA	$637.00	$5,733.00	$600.00	$5,400.00	$258.48	**$2,326.32**	$300.00	$2,700.00	$419.46	$3,775.14	$1,768.84	$15,919.56	$400.00	$3,600.00	$335.00	$3,015.00	$627.55	$5,647.95	$852.50	$7,672.50	$269.74	$2,427.66	$730.00	$6,570.00	$347.48	$3,127.32
#10-5	TEXAS RED	8	EA	$729.00	$5,832.00	$800.00	$6,400.00	$423.07	$3,384.56	$300.00	$2,400.00	$580.92	$4,647.36	$1,768.84	$14,150.72	$400.00	$3,200.00	$525.00	$4,200.00	$701.72	$5,613.76	$852.50	$6,820.00	$234.80	**$1,878.40**	$730.00	$5,840.00	$306.98	$2,455.84
#10-6	GLOSSY AB	30	EA	$31.00	$930.00	$30.00	$900.00	$25.32	$759.60	$32.00	$960.00	$40.25	$1,207.50	$53.07	$1,592.10	$25.00	$750.00	$50.00	$1,500.00	$22.82	$684.60	$46.20	$1,386.00	$22.00	$660.00	$43.00	$1,290.00	$19.44	**$583.20**
#10-7	INDIAN HA	51	EA	$31.00	$1,581.00	$30.00	$1,530.00	$23.21	$1,183.71	$40.00	$2,040.00	$37.57	$1,916.07	$61.91	$3,157.41	$25.00	$1,275.00	$50.00	$2,550.00	$25.10	$1,280.10	$60.50	$3,085.50	$22.00	$1,122.00	$58.00	$2,958.00	$19.44	**$991.44**
#10-8	TEXAS SAG	31	EA	$31.00	$961.00	$30.00	$930.00	$25.32	$784.92	$40.00	$1,240.00	$41.84	$1,297.04	$61.91	$1,919.21	$25.00	$775.00	$50.00	$1,550.00	$25.10	$778.10	$60.50	$1,875.50	$44.00	$1,364.00	$58.00	$1,798.00	$19.44	**$602.64**
#10-9	GIANT LIRI	1008	EA	$27.50	$27,720.00	$30.00	$30,240.00	$20.05	$20,210.40	$28.00	$28,224.00	$37.80	$38,102.40	$53.07	$53,494.56	$20.00	$20,160.00	$25.00	$25,200.00	$22.82	$23,002.56	$46.20	$46,569.60	$13.20	**$13,305.60**	$43.00	$43,344.00	$16.74	$16,873.92
#10-10	SILVER POI	2232	EA	$13.25	$29,574.00	$16.00	$35,712.00	$12.66	$28,257.12	$12.00	$26,784.00	$22.47	$50,153.04	$19.46	$43,434.72	$10.00	$22,320.00	$15.00	$33,480.00	$9.55	$21,315.60	$14.30	$31,917.60	$11.00	$24,552.00	$24.50	$54,684.00	$8.49	**$18,949.68**
#10-11	TRAILING I	963	EA	$13.25	$12,759.75	$16.00	$15,408.00	$12.66	$12,191.58	$12.00	$11,556.00	$22.51	$21,677.13	$19.46	$18,739.98	$11.00	$10,593.00	$15.00	$14,445.00	$9.13	**$8,792.19**	$14.30	$13,770.90	$13.20	$12,711.60	$24.50	$23,593.50	$9.17	$8,830.71
#10-12	BUFFALO G	34608	SF	$1.10	$38,068.80	$0.80	$27,686.40	$0.74	**$25,609.92**	$1.25	$43,260.00	$1.28	$44,298.24	$1.20	$41,529.60	$5.00	$173,040.00	$1.00	$34,608.00	$0.92	$31,839.36	$1.03	$35,646.24	$0.83	$28,724.64	$2.08	$71,984.64	$4.18	$144,661.44
#10-13	BUFFALO G	13496	SF	$0.15	**$2,024.40**	$0.15	**$2,024.40**	$0.25	$3,374.00	$0.25	$3,374.00	$0.89	$12,011.44	$0.97	$13,091.12	$0.50	$6,748.00	$0.50	$6,748.00	$1.03	$13,900.88	$0.15	**$2,024.40**	$0.17	$2,294.32	$0.35	$4,723.60	$0.15	**$2,024.40**
#10-14	MULCH	90	CY	$97.00	$8,730.00	$100.00	$9,000.00	$49.05	$4,414.50	$85.00	$7,650.00	$86.46	$7,781.40	$79.60	$7,164.00	$50.00	$4,500.00	$93.00	$8,370.00	$142.43	$12,818.70	$52.80	$4,752.00	$41.23	**$3,710.70**	$92.00	$8,280.00	$42.12	$3,790.80
#10-15	TOPSOIL	45	CY	$648.00	$29,160.00	$650.00	$29,250.00	$240.43	$10,819.35	$75.00	$3,375.00	$62.92	$2,831.40	$123.82	$5,571.90	$70.00	$3,150.00	$295.00	$13,275.00	$349.30	$15,718.50	$60.50	$2,722.50	$27.50	**$1,237.50**	$124.00	$5,580.00	$39.55	$1,779.75
#10-16	STEEL EDG	440	LF	$10.80	$4,752.00	$12.00	$5,280.00	$10.55	$4,642.00	$18.00	$7,920.00	$7.77	$3,418.80	$17.69	$7,783.60	$10.00	$4,400.00	$15.00	$6,600.00	$5.93	$2,609.20	$7.65	$3,363.80	$2.75	**$1,210.00**	$19.50	$8,580.00	$4.22	$1,856.80
#10-17	TREE STAK	38	EA	$32.40	$1,231.20	$60.00	$2,280.00	$33.76	$1,282.88	$50.00	$1,900.00	$46.40	$1,763.20	$35.38	$1,344.44	$70.00	$2,660.00	$40.00	$1,520.00	$171.15	$6,503.70	$121.00	$4,598.00	$24.59	**$934.42**	$135.00	$5,130.00	$56.38	$2,142.44
Alternate Bid #2 Responses: Totals					$273,461.40		$336,833.70		$323,758.71		$711,728.00		$315,155.84		$464,688.83		$312,150.00		$307,071.00		$276,323.65		$439,262.72		$251,622.80		$897,562.50		$291,920.98
#11-1	FLEXIBLE B	7921	SY	$11.40	$90,299.40	$17.70	$140,201.70	$18.31	$145,033.51	$48.00	$380,208.00	$14.48	$114,696.08	$27.55	$218,223.55	$14.00	$110,894.00	$15.00	$118,815.00	$11.29	**$89,428.09**	$29.00	$229,709.00	$13.20	$104,557.20	$58.50	$463,378.50	$15.38	$121,824.98
#11-2	2.5" THICK	3896	SY	$18.25	**$71,102.00**	$21.00	$81,816.00	$18.81	$73,283.76	$34.00	$132,464.00	$21.64	$84,309.44	$25.65	$99,932.40	$22.00	$85,712.00	$22.00	$85,712.00	$19.68	$76,673.28	$20.50	$79,885.53	$20.35	$79,283.60	$43.00	$167,528.00	$18.50	$72,076.00
#11-3	2" THICK L	2808	SY	$13.75	**$38,610.00**	$17.00	$47,736.00	$15.18	$42,625.44	$32.00	$89,856.00	$17.54	$49,252.32	$21.61	$60,680.88	$18.00	$50,544.00	$18.00	$50,544.00	$16.54	$46,444.32	$16.55	$46,468.19	$16.50	$46,332.00	$32.00	$89,856.00	$15.00	$42,120.00
#11-4	CONCRETE	2600	LF	$28.25	$73,450.00	$25.80	$67,080.00	$24.16	$62,816.00	$42.00	$109,200.00	$25.73	$66,898.00	$33.02	$85,852.00	$25.00	$65,000.00	$20.00	$52,000.00	$24.53	$63,778.00	$32.00	$83,200.00	$8.25	**$21,450.00**	$68.00	$176,800.00	$21.50	$55,900.00
Alternate Bid #3 Responses: Totals					$192,740.25		$187,187.40		$194,260.41		$460,678.00		$230,405.20		$299,188.86		$200,761.00		$198,207.00		$184,282.29		$284,226.63		$163,713.55		$575,650.50		$187,892.16
#12-1	FLEXIBLE B	5161	SY	$12.25	$63,222.25	$12.00	$61,932.00	$14.73	$76,021.53	$48.00	$247,728.00	$16.47	$85,001.67	$27.76	$143,269.36	$14.00	$72,254.00	$15.00	$77,415.00	$11.84	**$61,106.24**	$29.00	$149,669.00	$13.20	$68,125.20	$58.50	$301,918.50	$15.38	$79,391.66
#12-2	2.5" THICK	2296	SY	$20.50	$47,068.00	$21.00	$48,216.00	$20.00	$45,920.00	$34.00	$78,064.00	$24.62	$56,527.52	$25.44	$58,410.24	$22.00	$50,512.00	$22.00	$50,512.00	$21.11	$48,468.56	$21.80	$50,061.98	$20.35	$46,723.60	$43.00	$98,728.00	$18.50	**$42,476.00**
#12-3	2" THICK L	2190	SY	$14.75	**$32,302.50**	$17.00	$37,230.00	$16.00	$35,040.00	$32.00	$70,080.00	$19.96	$43,712.40	$21.26	$46,559.40	$18.00	$39,420.00	$18.00	$39,420.00	$16.83	$36,857.70	$17.45	$38,205.65	$16.50	$36,135.00	$32.00	$70,080.00	$15.00	$32,850.00
#12-4	CONCRETE	1543	LF	$32.50	$50,147.50	$25.80	$39,809.40	$24.16	$37,278.88	$42.00	$64,806.00	$29.27	$45,163.61	$33.02	$50,949.86	$25.00	$38,575.00	$20.00	$30,860.00	$24.53	$37,849.79	$30.00	$46,290.00	$8.25	**$12,729.75**	$68.00	$104,924.00	$21.50	$33,174.50

AGENDA ITEM 4.C

Discussion and consideration of possible action to a construction contract with PROTA Utility Contractors in the amount of $667,216.00 for the repair of a damaged wastewater line associated with the South San Gabriel Phase I Sewer Line Project, and authorize the City Manager to execute the same.

City Council Meeting Date: July 8, 2026

Requested By: James Herrera, Assistant Director of Public Works

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Contract / Agreement

AGENDA ITEM COVER SHEET

ITEM / TITLE:

South San Gabriel Phase I Repair

AGENDA ITEM WORDING:

Discuss and consider action to approve a construction contract with PROTA Utility Contractors in the amount of $667,216.00 for the repair of a damaged wastewater line associated with the South San Gabriel Phase I Sewer Line Project, and authorize the City Manager to execute the same.

EXECUTIVE / BACKGROUND SUMMARY:

The South San Gabriel Sewer Line experienced a significant failure during the July 2025 Flood Event, when extreme hydraulic forces within the drainage corridor caused a section of the line to become dislodged. This segment, installed as part of the South San Gabriel Sewer Line Phase I Project, was located within a flood-prone drainage way.

Following evaluation, staff determined that the line's location within the floodplain posed an ongoing risk to system integrity due to high-velocity flows, channel instability, and repeated flood exposure. To address this, Staff is proposing to relocate the affected segment outside of the drainage way into a more stable and protected alignment, improving long-term reliability, with this repair.

Completion of this repair prior to acceptance and start-up of the downstream lift station is critical to prevent inflow and infiltration (I & I), which could introduce excess stormwater, reduce system efficiency, and strain downstream infrastructure.

This project improves system resilience, reduces the risk of service disruptions during storm events, and protects public health and the City's infrastructure investment.

FISCAL NOTES / FINANCIAL IMPACT:

The funding source for this project would be the contingency funds that were planned for this project in

G/L Code 55-5-60-5577. Funding for this project came primarily from Sewer Impact Fees and the Sewer Fund. This project was approved for funding in the Capital Improvement Program for 2026. PROTA is a TIPS Contract Vendor #26010401/02. As this project is a repair of an existing City asset, staff will be working with TML (the City's insurance provider) to see if this qualifies for reimbursement through a standard claims process.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The City Attorney has reviewed and approved the Contract with PROTA.

SUGGESTED MOTION(S):

"I move to approve the contract with PROTA Utility Contractors in the amount of $667,216.00 for the repair of the damaged line associated with the South San Gabriel Phase I Sewer Line Project, and authorize the City Manager to execute the same."

RESPONSIBLE STAFF / FOLLOW-UP:

Public Works Assistant Director will inform PROTA once approved by Council and all required signatures have been secured. City Secretary will retain the executed documents.

ATTACHMENTS:

Prota Contract

CITY OF LIBERTY HILL
STANDARD CONTRACT FOR GENERAL WORK
Over $50K
(01-30-2023)

This General Work Contract ("Contract") is entered by and between the **City of Liberty Hill**, a Type A General Law City (the "City"), and PROTA, INC. (the "Contractor"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit B, attached and incorporated herein to this Contract (the "Work" or "Project" "South San Gabriel Wastewater Line Repair").

I. General Information and Terms.

Contractor's Name and Address:	PROTA, INC. P.O. Box 342195 Austin, TX 78734 Attn: Michelle Borg
General Description of Work:	Installation of gravity wastewater line and abandonment of old wastewater line.
Maximum Contract Amount:	$ 667,216.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	Unless otherwise terminated or renewed as provided under Part II.D., this Contract terminates 1 year after the effective date of the Contract.

Contract Parts: This Contract consists of the following parts:

I. General Information and Terms
II. Standard Contractual Provisions
III. Additional Terms or Conditions
IV. Additional Contract Documents
V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Work. The Contractor will provide to the City the services ("Work") described in the Scope of Work, Exhibit B attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment.

(1) The Contractor may bill the City for the Work provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Work provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251, Texas Government Code.

(2) The City shall notify the Contractor in writing of an error or disputed amount in an invoice, or any part thereof, within 21 days of receiving the invoice. The City's notice shall identify with reasonable specificity the basis for the dispute and the amount disputed. The City may withhold only the portion of the invoice that is the subject of a good-faith, bona fide dispute and shall timely pay all undisputed portions of the invoice in accordance with Chapter 2251, Texas Government Code. Failure to timely provide written notice of a disputed amount shall constitute approval of the invoice for payment purposes, subject to applicable law.

(3) The City is not liable to the Contractor for any taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise taxes (Subtitle D of the Internal Revenue Code). Accordingly, the Contractor shall not include in any invoice any taxes for which the City is not liable by law.

C. Work Orders and Executed Contract.

(1) A request for Work ("Work Order") may be submitted to the City on a request for Work or purchase order. Each such request for Work shall be deemed a two-party agreement between Contractor and the City and shall be deemed to incorporate and shall be subject to all the terms and conditions of this Contract. When issued, such Work Orders are non-binding, negotiable offers and are subject to their express terms. Such offers become a binding Work Order only after the City and Contractor have mutually agreed to all material terms and conditions concerning the requested services, materials, products, or equipment. No modification, variation or amendment to any Work Order shall be effective unless reduced to writing and signed by authorized representatives of the City and Contractor. If there is conflicting language between a Work Order and this Contract, this Contract shall govern. The Work Order shall be attached and incorporated herein as Exhibit D. The total amount of the Work Order(s) during the Contract duration cannot exceed the Maximum Contract Amount listed in

Part I, General Information and Terms, unless the City has provided for payment of the added cost consistent with Section 271.060, Texas Local Government Code. Contractor shall not be required to perform changed, additional, or out-of-scope Work unless authorized by a written Work Order, change order, purchase order, or other written directive issued by an authorized representative of the City. If Contractor is directed to perform Work that Contractor believes is outside the Scope of Work or applicable Work Order, Contractor shall provide written notice to the City and shall be entitled to an equitable adjustment in the Contract Amount and Contract Time for such Work, subject to applicable law and required City approval.

(2) The City shall not issue the "Notice to Proceed" with the Work nor shall the Contractor commence any Work until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract. Notwithstanding the foregoing, if the City authorizes Contractor in writing to perform early, limited, or pre-contract Work, the City shall compensate Contractor for such authorized Work in accordance with the written authorization, even if the full Contract or all exhibits are later executed. If such Work is part of this Contract, but is performed prior to this Contract, any compensation will be subtracted from the amount in this Contract.

D. Termination Provisions and Renewal Option.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in Part I, General Information and Terms, but the obligation of a Party to complete a Contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in Part I, General Information and Terms, the Contract terminates when both Parties have completed all their respective obligations under the Contract.

(2) The City Administrator may terminate this Contract during its term for convenience by giving written notice to the Contractor not less than fifteen (15) business days prior to the termination date. If the City terminates the contract under this provision, the City shall pay the Contractor for all Work properly performed through the effective date of termination, together with all reasonable and documented costs incurred by Contractor in reliance on the Contract or any Work Order, including demobilization costs, restocking charges, cancellation charges, non-cancellable material or equipment commitments, subcontractor costs, and other costs reasonably incurred as a result of the termination, plus reasonable overhead and profit on Work performed. Such amount shall be limited to the not to exceed amount in this Contract and any approved Change Orders.

(3) The City will use best efforts to obtain and appropriate funds for the payment of the Contract; however, pursuant to Section 271.903, Texas Local Government Code, the City retains the right to terminate the Contract at any time if the City does not have available current revenues to commit to payment of the Contract. If the City Council does not appropriate funds to make any payment under this Contract for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The first day of the City's fiscal year is October 1st . Any termination under this subsection shall not affect the City's obligation to pay Contractor for Work properly performed, materials or equipment furnished or specially procured, and reasonable costs incurred before the effective date of termination, to the extent payable from legally available funds.

(4) If the Contract is not terminated early, then prior to the termination date specified in Part I the Parties may agree to renew the Contract for an additional one (1) year term beyond the termination date specified in Part I. The Parties may agree to renew the Contract for additional one (1) year terms for a maximum of 3 years beyond the termination date specified in Part I.

E. Delays. Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Amount for delays, disruptions, suspensions, accelerations, resequencing, differing site conditions, utility conflicts, changes in the Work, delayed approvals, delayed access, or other hindrances caused by the City, the City's consultants, separate contractors under the City's control, or circumstances beyond Contractor's reasonable control. Contractor shall provide written notice to the City within a reasonable time after Contractor becomes aware of the delay or hindrance. An extension of time shall not be Contractor's sole remedy where Contractor incurs additional costs as a result of such delay, disruption, suspension, acceleration, resequencing, differing site condition, utility conflict, change, delayed approval, delayed access, or hindrance.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Work described in the Scope of Work, Exhibit B, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in Exhibit B. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Work performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Work hereunder, and no right to assert a claim against the Contractor by assignment of

indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Work hereunder. Contractor shall not be responsible for the acts, omissions, delays, means, methods, or work of the City, the City's consultants, separate contractors, utility providers, governmental authorities, or other persons or entities not under Contractor's control.

G. Subcontractor. The term "Subcontractor" means and includes only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the Project, and all Subcontractors shall look exclusively to the Contractor for any payments due. Contractor shall be responsible to the City for the acts and omissions of its Subcontractors, but only to the extent such acts or omissions arise out of the Subcontractors' performance of Work under this Contract.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Williamson County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both Parties.

K. Dispute Resolution Procedures. If either Party disputes any matter relating to this Contract, before bringing any legal action, the Parties agree to try in good faith to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half of the mediator's fees. The pendency of mediation shall not excuse the City's obligation to timely pay undisputed amounts, nor shall it prevent either Party from taking action necessary to preserve lien, bond, statutory, limitations, or other legal rights.

L. Attorney's Fees. Should either Party to this Contract bring suit against the other Party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST

CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, OR ANYONE OVER WHOM CONTRACTOR EXERCISES CONTROL OR FOR WHOM CONTRACTOR IS LEGALLY LIABLE UNDER THIS CONTRACT. CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS THE CITY OR ANY OTHER PERSON OR ENTITY FOR CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY CAUSED BY THE NEGLIGENCE, FAULT, BREACH OF CONTRACT, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF THE CITY, ITS CONSULTANTS, SEPARATE CONTRACTORS, OR ANY PERSON OR ENTITY NOT UNDER CONTRACTOR'S CONTROL.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS CONTRACT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, 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, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. NOTHING IN THIS SECTION SHALL REQUIRE CONTRACTOR TO RELEASE, WAIVE, INDEMNIFY, DEFEND, OR HOLD HARMLESS THE CITY FOR CLAIMS, DAMAGES, LOSSES, OR LIABILITIES CAUSED BY THE NEGLIGENCE, FAULT, BREACH OF CONTRACT, RECKLESSNESS, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF THE CITY, ITS CONSULTANTS, SEPARATE CONTRACTORS, OR ANY PERSON OR ENTITY NOT UNDER CONTRACTOR'S CONTROL.

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the Parties.

P. Conflicting Provisions. If there is a conflict between this Contract and any exhibit or additional contract document, the more specific provision shall control over the more general provision. Notwithstanding the foregoing, Exhibit B shall control with respect to the specific Scope of Work, exclusions, assumptions, pricing, schedule, and deliverables, unless expressly stated otherwise in a written amendment signed by both Parties.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All draft and final Documents and Data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" includes any original work, reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. Notwithstanding the foregoing, Contractor shall retain ownership of its pre-existing materials, means, methods, processes, procedures, templates, tools, know-how, proprietary information, estimating data, pricing data, internal documents, and materials not specifically prepared as final deliverables for the City under this Contract. This Contract creates, at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "Work Made for Hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work Made for Hire, may alter, reproduce, distribute, or make any other use of the Work Made for Hire as it deems appropriate.

R. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed $50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission, attached and incorporated herein as Exhibit A (Form 1295), that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

S. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its Work under this Contract.

T. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

(1) are between the City and a company with 10 or more full-time employees; and

(2) have a value of $100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form, attached and incorporated herein as Exhibit A-3, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

A. Insurance. At all times that this Contract is in effect, Contractor shall maintain insurance of the types and amounts as required in Exhibit D, subject to the terms, conditions, exclusions, and limits of the applicable policies. All of Contractor's insurance policies in any way relating to the Work, whether required by this Contract and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage

limits of all such policies without any limitations based on the minimum requirements set forth above:

(1) other than the worker's compensation insurance, name the City as an additional named insured with respect to Commercial General Liability and Automobile Liability, but only to the extent of liabilities caused by the acts or omissions of Contractor or those for whom Contractor is legally responsible, and only to the extent permitted by applicable law and available under Contractor's insurance policies;;

(2) provide for waiver of all rights of subrogation against the City; and

(3) be primary and noncontributory as to the City, but only with respect to liabilities caused by the acts or omissions of Contractor or those for whom Contractor is legally responsible and only to the extent required by this contract and available under Contractor's insurance policies.

B. Audit. Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with the Contractor, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Contract. The City shall have the right at all reasonable times, for a period of three (3) years from the completion of the Work or such longer period as may be required by law, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes). Upon reasonable prior written notice, the City may audit such books and records during normal business hours, but only to the extent reasonably necessary to verify amounts billed to the City under this Contract. The City's audit rights shall not extend to Contractor's general financial records, profit margins, unrelated project records, proprietary estimating information, trade secrets, confidential business information, privileged communications, confidential employee information except as required by law, or records unrelated to the Work. Any audit shall be conducted in a manner that does not unreasonably interfere with Contractor's business operations. The records to be maintained and retained by the Contractor shall include, without limitation:

(1) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash;

(2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;

(3) paid invoices and canceled checks for materials purchased and for Subcontractors' and any other third parties' charges, including, but not limited to, equipment rental;

(4) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and

(5) all field tickets or similar documentation evidencing the Work.

C. Reports of Incidents and Claims. Within forty-eight (48) hours after Contractor becomes aware of any accident or occurrence resulting in death, serious bodily injury, material property damage, or a material pollution event arising out of the Work. Contractor shall provide in writing to the City within a reasonable time after receiving any claim, demand, or suit arising out of or relating to the Work. Failure to provide notice within the time stated shall not relieve the City of any obligation under this Contract unless the City is materially prejudiced by the delay.

D. Differing Site Conditions. Contractor shall be entitled to an equitable adjustment in the Contract Amount and Contract Time for concealed, unknown, unusual, or differing site conditions, including subsurface conditions, utility conflicts, undocumented conditions, hazardous materials, or conditions materially different from those indicated in the Contract Documents or reasonably anticipated by Contractor at the time of contracting.

E. Hazardous Materials. Contractor is not responsible for the identification, handling, remediation, removal, transportation, or disposal of hazardous materials, contaminated soils, regulated substances, or pre-existing environmental conditions unless expressly included in the Scope of Work. If such materials or conditions are encountered, Contractor may stop affected Work and shall be entitled to an equitable adjustment in the Contract Amount and Contract Time for any resulting delay, disruption, investigation, handling, or remediation requirements.

F. Design Responsibility. Contractor is not responsible for the adequacy, accuracy, completeness, or code compliance of plans, specifications, drawings, engineering, design criteria, or other design documents furnished by the City or the City's consultants. Contractor shall be entitled to rely on such documents and shall not be liable for defects, errors, omissions, or inconsistencies in such documents except to the extent Contractor knowingly fails to report a material defect actually discovered by Contractor.

H. Force Majeure. Contractor shall not be liable for delay or failure to perform caused by events beyond Contractor's reasonable control, including severe weather, floods, fires, epidemics, labor disputes, supply-chain disruptions, acts of God, utility conflicts, governmental actions, permitting delays, acts or omissions of the City or its consultants, or other causes beyond Contractor's reasonable control. Contractor shall be entitled to an equitable extension of time.

I. Suspension. If the City suspends, delays, or interrupts the Work, in whole or in part, for

reasons not caused by Contractor, Contractor shall be entitled to an equitable adjustment of the Contract Amount and Contract Time for all resulting costs and delays, including standby costs, remobilization costs, escalation, extended general conditions, and impacts to subcontractors or suppliers.

J. Warranty. Contractor warrants that its Work will be performed in a good and workmanlike manner and in accordance with the express requirements of this Contract. Contractor makes no other warranties, express or implied, except as expressly stated in this Contract. Contractor does not warrant or guarantee the work, services, materials, equipment, design, plans, specifications, or performance of any person or entity not under Contractor's control.

IV. Additional Contract Documents.
The following documents attached to this Contract are part of this Contract:

- EXHIBIT A: Certificate of Interested Parties (1295 Form)
- EXHIBIT B: Scope of Work
- EXHIBIT C: House Bill 89 Verification
- EXHIBIT D: Requirements for General Work Contract

V. Signatures.

PROTA, INC.	**CITY OF LIBERTY HILL**
By: _____	By: _____
Printed Name: Michelle Borg	Printed Name: _____
Title: CEO	Title: _____
Date: July 1, 2026	Date: _____

EXHIBIT A

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(*See Attached*)

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:
2026-1472807

Date Filed:
06/04/2026

Date Acknowledged:

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

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

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.
062426PI463610
Construction work for the South San Gabriel Wastewater Line Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Borg, Michelle	Austin, TX United States	X	X
Bravo, Hector	Liberty Hill, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michelle Borg, and my date of birth is 09/21/1975.

My address is 7102 Greenshores Drive, Austin (city), TX (state), 78730 (zip code), Travis (country).

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

Executed in Travis County, State of Texas, on the 4th day of June (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B

Scope of Work **dated June 23, 2026**

(*See Attached*)

PROTA
UTILITY CONTRACTORS

Prota Bid #050126-001-R2

Date: June 23, 2026

To: City of Liberty Hill

Att: Mathew Brown

Ref: South San Gabriel Phase 1 Repair Work (TIPS CONTRACT # 26010401/02)

Prota, Inc. ("Subcontractor") is pleased to provide the following revised proposal to the City of Liberty Hill for the installation of 622 LF of 15" SDR-26 PVC gravity line, one (1) manhole and demolition of two (2) existing manholes and related appurtenances for the South San Gabriel Phase 1 Repair Work Project located in Liberty Hill, TX in accordance with the email, one (1) plan sheet dated 1/2026, and bid items provided by Pape Dawson Engineers. Attached, as Exhibit A, is a copy of the Bid Tab provided by Pape Dawson with our itemized pricing

- ***Our Base Proposal price for this is $449,545.00, with an additive alternate of $207,600.00 to Remove Existing, and Furnish & Install 5' Dia. Precast ConcreteWastewater Manhole (10' - 12' depth) w/ Raven 405 Epoxy Coating and Bolted and Sealed Ring and Cover.***
- *Payment & Performance Bonds for base proposal are an additional $7,743.00, Bonds for additive alternate are an additional $2,328.00.*

CLARIFICATION AND EXCLUSIONS

- This proposal was created assuming an uninterrupted operation starting from the day the Owner requests Prota to mobilize to the project/ Notice to Proceed Date.
- Each site mobilization other than the one (1) included in this proposal will have a specific mobilization charge of $20,000/each.
- Prota includes required documentation and management for the scope provided herein.
- This quotation is contingent upon the acceptance of this proposal by means of a signature. Your endorsement will constitute a contract between under the terms and conditions of, and be made part of, **TIPS Contract #26010401/02.**

- Prota has included labor, equipment, and material, as listed above under the Scope of Work. Any costs for the scope in excess of that listed herein shall be coordinated and approved in writing with Prota prior to acceptance of this bid or it will be billed at Prota's current service rates.
- This proposal was created with the assumption that existing utilities are correctly identified in both plans and specifications. Any utilities that are not properly identified, present obstruction to proposed improvements and are identified for relocation; and/or change the grade and alignment of the proposed improvements, will be billed at Prota's current service rates. Prota, Inc. will not be liable for delay costs or damages due to relocation of utilities which hinder progress of the work.
- Pricing assumes excavation can be performed without damage to existing facilities. While Prota, Inc will take care to avoid them, because our quote does not include any contingencies to repair existing facilities, in the event damage occurs we reserve the right to request additional compensation if repairs are indeed required.
- No retainer will be withheld by Owner.
- Prota will not be held responsible for delays in material delivery if caused by the Engineer's submittal approval delays.
- Pricing for a Payment and Performance Bond to cover our estimated time of completion **is not included**. Also, pricing for a Maintenance Bond is **NOT INCLUDED**.
- Price includes Prota, Inc's current insurance coverage and limits. Pricing for a Builders Risk Policy is **NOT INCLUDED**
- Permits, Fees, Waivers and Sales Taxes are **NOT INCLUDED**
- Testing, Traffic Control, and Site Facilities, including employee parking will be provided by others.
- For conflicts in the construction documents, the most cost effective method of completing the work was utilized in our pricing.
- Identification, location, relocation, installation, coordination of Mechanical, Electrical, Plumbing and any unforeseen items will be by others.
- Stand By rate for construction equipment is $2,000 per day and $50/hr per construction worker
- SWPP measures by others
- Prota, Inc. will not be liable for penalties or liquidated damages as a result of others work and / or time delays
- Prota, Inc. will not indemnify either the Engineer, nor the Owner from acts of their own negligence.
- Prota, Inc.'s liability to Owner shall be limited to direct damages only in the form of services and the reasonable cost of repair or replacement of those portions of the project in question made necessary by a negligent act or failure to act by Prota, Inc. Furthermore, Prota, Inc. shall not be liable or responsible to owner for special, consequential, incidental, or other damages, attorneys fees, expert fees,

loss of profit, loss of revenue, cost of rented or leased equipment, or services, regulatory fines or costs.

- ✦ Warranty of work is for ONE (1) year. Additional time is available, but for an additional cost.
- ✦ Prota, Inc. is a certified as MBE and WBE by the City of Austin SMBR department
- ✦ This proposal price is valid for 30 days.

Should you have any questions regarding our proposal, feel free to contact me at: Tel. 512-535-2555, Cel. 512-375-2770 or via email at info@protaconstruction.com.

Sincerely,

Hector Bravo

Hector Bravo
COO
Prota, Inc.

This proposal is offered for your acceptance. The return to this company of a copy of this proposal with your acceptance endorsed will constitute a contract between us. This proposal shall be made a part of and governed by the terms and conditions of **TIPS Contract #26010401/02** agreement.

Accepted by:

_____
Signature

_____
Full Name

_____
Title

_____
Date

Exhibit A

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Amount
San Gabrial Gravity Remove & Replace Preliminary Bid Items - Original Alignment					
Wastewater Items					
1	336	Linear Foot	Trench Safety System, Complete in Place	$15.00	$ 5,040.00 -
2	1	Lump Sum	Insurance, Bonds, and Mobilization	$22,500.00	$ 22,500.00 -
3	336	Linear Foot	Furnish & install 15" SDR-26 PVC (green) as per plans & specs, complete in place	$355.00	$ 119,280.00 -
4	336	Liner Foot	Install Concrete Cap over Sewer Line per Detail	$200.00	$ 67,200.00 -
5	336	Linear Foot	Demo Existing Pipe	$5.00	$ 1,680.00 -
6	670	Linear Foot	Provide RipRap over trench for storm water overflow, per Detail	$250.00	$ 167,500.00 -
7	336	Linear Foot	Furnish & Install Silt fencing for temporary erosion control as per ploans & specs, complete in place	$10.00	$ 3,360.00 -
8	336	Linear Foot	Furniosh & Install Revegetation in areas disturbed by Construction as per plans & specs, complete in place	$15.00	$ 5,040.00 -
9	3,863	Linear Foot	TV Existing Lines	$15.00	$ 57,945.00 -
Subtotal					***$*** 449,545.00 -

Additive Alternate					
10	334	Linear Foot	Furnish & install 15" SDR-26 PVC (green) as per plans & specs, complete in place	$355.00	$ 118,570.00 -
11	334	Linear Foot	Trench Safety System, Complete in Place	$15.00	$ 5,010.00 -
12	2	Each	Remove Existing & Furnish & install 5' Dia Precast Concrete Wastewater Manhole (10' - 12' depth) w/ Raven 405 Epoxy Coating and Bolted and Sealed Ring and Cover as per plans & specs, complete in place	$37,000.00	$ 74,000.00 -
13	334	Linear Foot	Demo Existing Pipe	$5.00	$ 1,670.00 -
14	334	Linear Foot	Furnish & Install Silt fencing for temporary erosion control as per ploans & specs, complete in place	$10.00	$ 3,340.00 -
15	334	Linear Foot	Furniosh & Install Revegetation in areas disturbed by Construction as per plans & specs, complete in place	$15.00	$ 5,010.00 -
Additive Alternate Subtotal					***$*** 207,600.00 -

EXHIBIT C

House Bill 89 Verification

(*See Attached*)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

==========

I, (authorized official) Michelle Borg, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Prota, Inc.
Company Name

Signature of Authorized Official

CEO
Title of Authorized Official

June 2, 2026
Date

EXHIBIT D

PROTINC02C JROBINSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2026

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	CONTACT NAME: Jody Robinson, CIC, CISR, ACSR	
INSURICA 8834 N Capital of Texas Hwy, Suite 300 Austin, TX 78759-7478	PHONE (A/C, No, Ext): (512) 381-8371	FAX (A/C, No): (866) 652-9367
	E-MAIL ADDRESS: Jody.Robinson@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Co. of Hartford	20478
INSURED	INSURER B : Continental Insurance Company	35289
Prota, Inc. P. O. Box 342195 Austin, TX 78734	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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			7037062247	4/28/2026	4/28/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BEN AG	$ 1,000,000
B	AUTOMOBILE LIABILITY			7037062216	4/28/2026	4/28/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7037062233	4/28/2026	4/28/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC 7- 37062250	4/28/2026	4/28/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***COMPLETE CERTIFICATE HOLDER / ADDITIONAL INSURED TO READ:**
City of Liberty Hill

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Liberty Hill
Director of Public Works
926 Loop 332
Liberty Hill, TX 78642

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

Randall D. Stewart

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AGENCY CUSTOMER ID: PROTINC02C JROBINSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
INSURICA	Prota, Inc. P. O. Box 342195 Austin, TX 78734 Travis
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

- The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status for On-Going & Completed Operations with Primary and Noncontributory wording to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

- The Automobile policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

- The General Liability, Automobile and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

- The Umbrella policy is follow-form to the Automobile Liability, General Liability and Employers Liability/Workers Compensation policies. Any extension of additional insured status and coverage from the GL will extend to the Umbrella policy.

- The policies include an endorsement providing that 30 day notice of cancellation or material restrictions will be furnished to the certificate holder.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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 effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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 effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA	CNA PARAMOUNT Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	N/A
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

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 effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An **auto** owned by that "executive officer" or a member of that person's household; or

   b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered **auto;** and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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.

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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

   ☒ 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% 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: Refer to Schedule of Operations

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 unless another expiration date is shown below.

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AGENDA ITEM 4.D

Discussion and consideration of possible action appointing members to vacancies on the Parks & Recreation Advisory Board and Planning & Zoning Commission.

City Council Meeting Date: July 8, 2026

Requested By: Beatrice Canseco, City Secretary

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Discussion

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Appointments to the Parks & Recreation Advisory Board and Planning & Zoning Commission

AGENDA ITEM WORDING:

Discusssion and consideration of possible action appointing members to vacancies on the Parks & Recreation Adviosry Board and Planning & Zoning Commission.

EXECUTIVE / BACKGROUND SUMMARY:

The City currently has vacancies on the Parks & Recreation Advisory Board and the Planning & Zoning Commission. Applications were accepted in accordance with the City's Boards & Commissions appointment process and have been provided to the City Council for review.

Pursuant to the City Code, the City Council is responsible for appointing members to these advisory bodies. Council may appoint qualified applicants to fill the current vacancies. Appointees will serve the applicable term of office in accordance with the City Code and governing ordinances.

FISCAL NOTES / FINANCIAL IMPACT:

No fiscal impact.

CITY ATTORNEY REVIEW (IF APPLICABLE):

Not applicable.

SUGGESTED MOTION(S):

I move to appoint the individuals discussed by City Council to the Parks & Recreation Advisory Board and the Planning & Zoning Commission.

RESPONSIBLE STAFF / FOLLOW-UP:

City Secretary

ATTACHMENTS:

None

AGENDA ITEM 4.E

Discussion and consideration of possible action on adopting the Public Comment Policy establishing procedures for public participation before the City Council and City boards, commissions, and committees.

City Council Meeting Date: July 8, 2026

Requested By: City Council

Requested Agenda Placement: Regular Agenda

Agenda Item Type: Discussion

AGENDA ITEM COVER SHEET

ITEM / TITLE:

Public Comment Policy

AGENDA ITEM WORDING:

Discussion and consideration of possible action on adopting the Public Comment Policy establishing procedures for public participation before the City Council and City boards, commissions, and committees.

EXECUTIVE / BACKGROUND SUMMARY:

The proposed Public Comment Policy establishes uniform procedures governing public participation at meetings of the City Council and City boards, commissions, and committees subject to the Texas Open Meetings Act. The policy provides consistent procedures for oral and written public comments, including speaker registration, time limits, submission of written comments, and meeting decorum.

Currently, public participation procedures are communicated through various meeting materials and practices but have not been consolidated into a single City policy applicable to all public bodies. Adoption of this policy will provide a consistent framework for public participation, improve transparency for residents, and promote uniform administration across all applicable meetings.

The proposed policy was developed using the City's existing public participation practices, applicable provisions of the Texas Open Meetings Act, and municipal best practices.

FISCAL NOTES / FINANCIAL IMPACT:

No fiscal impact. Adoption of the policy establishes administrative procedures and does not require additional funding, personnel, or equipment.

CITY ATTORNEY REVIEW (IF APPLICABLE):

The proposed policy has been reviewed by the City Attorney

SUGGESTED MOTION(S):

I move to adopt the Public Comment Policy as presented.

RESPONSIBLE STAFF / FOLLOW-UP:

The City Secretary's Office will be responsible for implementation and administration of the policy. Following adoption, the policy will be published on the City's website, incorporated into applicable meeting procedures, and communicated to City staff, boards, commissions, and committees. Associated public comment forms and related meeting materials will be updated as necessary to reflect the adopted policy.

ATTACHMENTS:

Public Comment Policy

Public Comment Policy

A. Public Comments at Council, Commission, Board, and Committee Meetings

1. The Council, Commissions, Boards and Committees of Liberty Hill invite the public to address comments at the appropriate time. Please indicate your desire to speak by completing this form and submitting it to the Recording Secretary / City Secretary prior to the beginning of the meeting. Forms can be emailed to citysecretary@libertyhilltx.gov.

   Comments will be heard during THE PUBLIC COMMENTS PERIOD. Each citizen is allowed up to three (3) minutes to speak.

2. Neither the members of the Board nor City Staff are permitted to speak / respond to individuals making public comments during Public Comments period. Do not anticipate a response during that period.

3. When you are recognized: (1) walk to the podium; (2) state your name and address; and (3) make your comments. Comments are limited to three (3) minutes for each speaker. Please speak into the microphone.

4. You must speak in a civil manner, with respect for the decorum of the meeting, and for all other persons in attendance including members of the governing body.

5. Public comment is only for items over which the Board has authority.

B. Submission of Written Public Comment

1. The Council, Commissions, Boards and Committees (Boards) of Liberty Hill invite the public to submit written comments to the City. Please send any written public comment to the City Secretary at citysecretary@libertyhilltx.gov. If the written comment is regarding an item on an upcoming agenda, please indicate the Board and the Date of the meeting in the subject line of the email or letter.

2. Planning & Zoning Comments: If you have received a notice letter related to an item on an upcoming agenda, please indicate your address and that you received a notice on the written comment.

3. Any written comments related to an agenda item will be provided to the Board members prior to the meeting, if the comments are received at least 48 hours prior to

the meeting. Any written comments related to an agenda item will be provided to the Board members at the meeting if the written comments are received less than 48 hours prior to the meeting.

4. Written comments unrelated to a specific agenda item will be made available to members of the appropriate Boards.

5. Written comments will be provided to the appropriate Board members, but will not be read aloud at meetings.

6. Presentation of Citizens/Public Comment is an item on every Board meeting subject to the Open Meetings Act, and all individuals are invited to speak at these meetings under the procedures described above. Submission of written comments does not prevent speaking at an open meeting on the same or different topic.

AGENDA ITEM 5.A

Discussion regarding data centers.

AGENDA ITEM 6.A

Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), the City Council shall convene into closed executive session to seek the advice of legal counsel regarding pending and potential litigation.

AGENDA ITEM 6.B

Pursuant to Texas Government Code Section 551.072 (Deliberations about Real Property), the City Council shall convene into closed executive session to discuss options and legal issues related to the purchase of property.

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OWNER'S REPRESENTATIVE SERVICES AGREEMENT
(LIBERTY HILL DOWNTOWN DISTRICT)

This **OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "**Agreement**") is entered into as of July 8, 2026 (the "**Effective Date**"), by and between the **CITY OF LIBERTY HILL, TEXAS**, a political subdivision of the State of Texas (the "**City**"), **GRIFFIN/SWINERTON, LLC**, a Delaware Limited Liability Company (the "**Owner's Representative**"). The City and the Owner's Representative are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

BACKGROUND:

A. The City has selected the Owner's Representative to serve as its representative and project manager in response to the City's Request for Qualifications No. S2026-010 issued by the City on March 12, 2026 (the "**RFQ**"), to provide owner's representative services for the planning, design, construction management, and project management to carry out the City's Downtown District Plan, which builds upon the City's existing charm, strengthens and activates the current downtown framework, incorporates appropriate public facilities, and fosters increased visitation and economic activity to support growth in local sales tax revenue (the "**Project**").

B. In its response to the RFQ, Owner's Representative proposed a phased engagement model under which its services may progress from advisory and owner's representative services into a future development management and implementation capacity. The City recognizes Owner's Representative's extensive experience as a master developer of civic-anchored mixed-use developments and public-private partnership projects and finds that Owner's Representative possesses the qualifications, resources, and demonstrated project experience necessary to assist the City in potentially advancing future development implementation of the Project.

C. The City desires to enter into this this Agreement with the Owner's Representative for the performance of planning, concept refinement, and preliminary development activities, and to negotiate various specific agreements that may be necessary to achieve the City's development objectives for the Project.

D. The Parties wish to establish a formal relationship between them through which the Owner's Representative will perform the services described in this Agreement, culminating in the preparation of a comprehensive development implementation plan, including, but not limited to, public infrastructure assessment, market and financial feasibility studies, municipal facility needs assessment and programming, technical studies, due diligence activities, and pre-construction services relating to the Project.

E. The Parties further acknowledge that, upon completion of all or portions of such services, the City may elect to consider Owner's Representative for additional implementation, development, public-private partnership, or master developer services associated with the Project subject to City approval, successful negotiation of mutually acceptable terms, and compliance with all applicable legal requirements.

ACCORDINGLY, in consideration of the foregoing and the terms set forth in this

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Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Project Description and Roadmap.

(a) *Project Description*. The City's Downtown Master Plan builds upon the foundation of recent planning efforts initiated by the City, including the Liberty Hill Comprehensive Plan 2040 (the "**2040 Plan**"), and aims to complement the goals and strategies outlined in the 2040 Plan, emphasizing the importance of developing downtown Liberty Hill as a community priority. The Downtown District, as depicted in EXHIBIT A hereto (the "**Project Area**") is envisioned as a vibrant, mixed-use environment that fosters increased visitation and economic activity to support growth in local sales tax revenue, incorporating public facilities, outdoor recreation, retail, restaurants, public art, and complementary uses, as described in the City's Downtown Master Plan adopted July 24, 2024 (the "**Downtown Master Plan**").

(b) *Phase I*. Preliminary Development Services

(i) *Phase I(a)*. This Agreement governs the performance of the certain concept refinement and preliminary development activities for the Project, including but not limited to (i) the evaluation of the feasibility and viability of proposed supporting land uses, and preparation of detailed market analyses; (ii) community and stakeholder engagement activities; (iii) evaluation of public investment options, financing structures, and economic development incentives to achieve the City's goals for the Downtown District; (iv) public infrastructure planning and schematic level engineering; (v) entitlements, site development planning, and permitting; (vi) establishment of design standards; (vii) needs assessment, programming, and preliminary design concepts for a municipal complex (the "**Phase I(a) Activities**"). The Phase I(a) Activities will culminate with the delivery of a draft report prepared by the Owner's Representative (the "**Downtown District Report**"), which will summarize the findings and recommendations for the implementation of the Downtown District Plan, include the detailed third-party studies and reports used to develop implementation plans and recommendations, and can be considered by the City as a refined development proposal from Owner's Representative to evolve into a master developer role, as more fully described in Section 4(b) hereof.

(ii) *Phase I(b).* The Downtown District Report will serve as a roadmap and guide for the implementation of the Downtown District Plan. Upon the City's adoption of the Downtown District Report, the Parties may enter into a Preliminary Development Services Agreement (the "**PDA**"), whereby the Owner's Representative will perform certain development management and preliminary development services for the Project, including (i) construction drawings for site infrastructure; (ii) schematic design and design development for a municipal facility; (iii) additional entitlements, permitting, and technical analyses; and (iv) preparation of a definitive plan of finance for the Project and guaranteed maximum prices for various components of the Project (the "**Phase I(b) Activities**"). The Phase I(a) Activities and Phase I(b) Activities are collectively referred to as "**Phase I Activities**".

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(c) *Phase II*. If the City accepts the deliverables associated with Phase I(b) Activities, the Parties may negotiate and enter into one or more definitive agreements for the provision of development management services by the Owner's Representative relating to the Project in accordance with the Phase I Activities (the "**Definitive Agreements**").

Section 2. Purpose of this Agreement; Exclusivity.

(a) *Purpose and Scope*. The purpose and scope of this Agreement is to (i) establish the Parties' general understanding of the Project and the general roles and responsibilities of the Parties relating to the Project, (ii) establish the terms and respective obligations of the Parties for the performance of the Phase I(a) Activities, and (iii) set forth a process for advancing and accelerating the Project, including Owner's Representative's evolving role by undertaking Phase I Activities and Phase II Activities per City approval and discretion. The Phase I(a) Activities will culminate with the Owner's Representative's preparation and delivery of the Downtown District Report, which will summarize the findings and recommendations for the implementation of the Downtown District Plan, as more fully described in Section 4(b) hereof.

(b) *Exclusivity*. In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to work together in an exclusive and cooperative manner to undertake and pursue the successful development of the Project. Specifically, the Parties agree that during the Term of this Agreement, the Owner's Representative shall serve as the City's exclusive owner's representative and project manager with respect to the Project.

Section 3. Collaboration and Communication Between the Parties.

(a) *Collaboration Between the Parties.* The Parties agree to work in a collaborative manner to timely achieve completion of the Phase I Activities. The Parties agree to work cooperatively and diligently to procure and pursue the development of the Project in accordance with the terms of this Agreement.

(b) *Meetings and Project Updates (Every Two Weeks)*. Owner's Representative shall keep the City informed as to the progress of all Phase I Activities through meetings and project updates at least once every two (2) weeks. These meetings will cover relevant Project topics including but not limited to project administration, project financing (sources and uses of public and private funds), technical issues (entitlements, planning, design, programming and construction scope, costs, schedule, etc.), real estate market and financial metrics, and community outreach. The Owner's Representative and the City agree to reasonably and timely cooperate with one another in connection with the Project, the performance of the Phase I Activities, and the granting of any required approvals by the City.

(c) *Staffing and Coordination*.

(i) Designated Representatives. For ease of communication and accountability, each of the Parties shall identify a primary point-of-contact for purposes of coordinating all matters relating to the Project and the Phase I Activities as contemplated in this Agreement (each such person being a "**Designated Representative**"). The

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Designated Representatives or their designees shall participate in regularly scheduled planning and progress meetings relating to the Phase I Activities, and will coordinate all communication, requests, reviews, and approvals relating to such matters. Each Designated Representative shall actively involve and make all members of such Party's project team available to participate in regularly scheduled planning and progress meetings, and for all other purposes set forth in this Agreement.

(ii) Project Team; City Participation. The Parties agree that in order to facilitate an efficient working relationship throughout the performance of the Phase I Activities, the Owner's Representative will serve as the lead project manager and coordinator in collaboration with the City. The Owner's Representative has assembled a team of consultants, design professionals, and advisors to assist with the performance of various portions of the Phase I Activities, as listed on EXHIBIT B attached hereto (the "**Project Team**"). The Owner's Representative will be responsible for managing the Project Team and shall make the members of the Project Team available as appropriate to participate in regularly scheduled planning and progress meetings relating to the performance of the Phase I Activities. The City will have review and approval authority of members of the Project Team, and such approval will not be unreasonably withheld, conditioned, or delayed. The City will similarly actively and regularly involve and make available City staff, advisors, and other personnel to participate in the Phase I Activities. The Project Team will present ideas, concepts, and ultimately plans, specifications, a budget, and other proposals to the City, in an effort to provide updates on progress and to solicit input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the development and delivery of the Project.

(iii) Key Personnel. The Owner's Representative and the City shall use reasonable efforts to have the Key Personnel perform their respective responsibilities identified in this Agreement. In the event of any changes regarding any of the Key Personnel, other individuals of substantially equivalent seniority, experience and qualifications will be assigned to fulfill such responsibilities. The Parties shall provide written notice to the other Party of changes in its Key Personnel and their respective responsibilities and the Owner's Representative shall furnish to the City information on the seniority, experience and qualifications of any additional or substituted individuals. "**Key Personnel**" for the Owner's Representative means Korin Crawford and Roger Torriero; and for the City means City Manager or his/her designee, and their respective successors from time to time.

(d) *Preliminary Development Schedule*. EXHIBIT C attached hereto (the "**Preliminary Development Schedule**") establishes general timelines and milestones for the performance of the Phase I Activities and the Phase II Activities, as well as target dates for the delivery of the PDA and the negotiation, execution and delivery of Definitive Agreements. Subject to the terms of this Agreement, the Parties agree to allocate sufficient staff resources and exercise good faith efforts to perform their respective obligations in a manner that will enable the Parties to achieve the milestones described in the Preliminary Development Schedule. However, the Parties also recognize and agree that the successful

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completion of the Project activities is contingent on facts and circumstances not yet known to the Parties or beyond their reasonable control, and the Parties may mutually agree to revise the Preliminary Development Schedule from time to time due to changing circumstances or force majeure.

Section 4. Phase I(a) Activities; Downtown District Report.

(a) *Performance of Phase I(a) Activities*. The City hereby engages the Owner's Representative to perform the Phase I(a) Activities described in EXHIBIT D attached hereto, including the preparation and delivery of the key deliverables described in EXHIBIT D. The Owner's Representative will be responsible for the performance of all of the Phase I(a) Activities, including the services required for the deliverables. The Owner's Representative will be responsible for the selection, contractual engagement, and supervision of the Project Team; provided, however, that the City shall have the right to approve the replacement of any members of Project Team listed on EXHIBIT B, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) *Downtown District Report*. The Phase I(a) Activities will culminate in the preparation and delivery of the Downtown District Report by the Owner's Representative, which will include the following:

(i) An implementation plan summarizing the outcomes of all development management, design, feasibility and due diligence work, including a summary stakeholder and community feedback and surveys;

(ii) A detailed market demand analysis, including (A) a summary of supporting land uses, (B) a phasing approach for the public and/or privatized development of the Project based on current market conditions, and (C) proposed economic incentives designed to attract private development in alignment with the goals of the City;

(iii) Community workshop materials (for up to two workshops), website, and presentations for public consumption and City officials;

(iv) Needs assessment, programming, and preliminary concept designs for a municipal complex;

(v) Infrastructure plans (schematic level) and related technical and engineering reports such as transportation plans, traffic impact analysis, geotechnical reports, environmental studies, utility capacity analysis, etc.;

(vi) A Concept Master Plan and conceptual renderings depicting the supported land uses for the Downtown District, including housing, retail, entertainment, commercial, City facilities, parks, and parking;

(vii) PUD Ordinance and Design Guide;

(viii) A high-level project budget estimate for the design and construction of public utilities, drainage improvements, roadway improvements, sidewalks, bike lanes,

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and City facilities (including parks) for the Downtown District, inclusive of all hard costs and soft costs; and

(ix) A preliminary comprehensive plan of finance outlining the proposed sources and uses of funds for the Project, broken down by City-funded and developer-funded components.

The purpose of the Downtown District Report is to provide the City with a viable and definitive plan for the implementation of the Project prior to continuing in earnest with Phase I(b). Following the City's adoption of the Downtown District Report, the Parties will proceed with the negotiation, execution and delivery of PDA as described in Section 1(b) above.

Section 5. Roles and Responsibilities of the City.

(a) *General*. The City recognizes that its participation, review, evaluation, and input is necessary in order for the Owner's Representative to conduct the Phase I(a) Activities. The City agrees to dedicate adequate staff and resources toward participation in the Phase I(a) Activities as it deems appropriate or as reasonably requested by the Owner's Representative.

(b) *Review and Response to Submittals*. Certain work product of the Owner's Representative derived from the Phase I(a) Activities will be submitted to the City for review, comment, and approval, as the Owner's Representative deems reasonably appropriate and necessary (collectively, the "**Submittals**"). Any Submittals for which the City's approval is legally required under the existing rules, regulations, codes, and ordinances of the City relating to land development (the "**City Legal Requirements**") shall be subject to City review and approval in accordance with such City Legal Requirements. Nothing in this Agreement shall constitute a waiver of the City Legal Requirements or the City's non-ministerial obligations under State law, and the Owner's Representative shall ultimately be responsible for ensuring that such Submittals conform to any and all City Legal Requirements.

Any Submittals that are not subject to the City Legal Requirements (e.g., Submittals to TxDOT or other state or federal agencies) but for which the City's review and comment is nevertheless deemed reasonably necessary or appropriate by the Owner's Representative, shall not be subject to formal City approval. However, the City may elect, in its reasonable judgment, to provide informal comments and input to such Submittals as so requested by the Owner's Representative.

EXHIBIT F attached hereto (the "**City Review Schedule**") summarizes the general schedule and timing of review (and to the extent legally required, approval) for the various Submittals. In the event of a conflict between the City Review Schedule and the City Legal Requirements, the City Legal Requirements shall prevail.

(c) *Timely Response to Information Requests*. To the extent permitted by State law, at the request of the Owner's Representative, the City agrees to timely provide to the Owner's Representative any relevant data, surveys, documentation and information in possession of the City and which, in the reasonable judgment of the City is reasonably necessary or

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appropriate in connection with the Owner's Representative's performance of the Phase I Activities.

Section 6. Right of Entry.

(a) *Right of Entry.* During the Term of this Agreement, the Owner's Representative shall have the non-exclusive, irrevocable (except on a termination of this Agreement in accordance with the terms and conditions hereof) right (the "**Right of Entry**") to enter the City-owned portions of the Project Area (the "**City Property**") upon twenty-four (24) hours' prior written notice to the City for the sole and limited purpose of conducting inspections, tests, examinations, surveys, studies, and appraisals (the "**Authorized Purposes**"), subject to the terms, conditions, and covenants set forth herein.

(b) *Activities on the City Property.* All investigations and activities of the Owner's Representative shall be performed as part of the Phase I(a) Activities. The Owner's Representative shall keep the City Property free and clear of any liens and claims that may arise as a result thereof. If any such lien or claim shall at any time be filed, the Owner's Representative shall cause the same to be discharged of record or fully bonded in accordance with State law within ten (10) days after the Owner's Representative receives written notice thereof. Upon completion of the Owner's Representative's activities or investigations on the City Property, the Owner's Representative will restore any disturbed surface of the City Property as close as reasonably possible to the condition of the City Property immediately prior to the performance of such activities.

The Owner's Representative shall conduct its activities in compliance with all applicable laws and regulations relating to the environment and its protection at all times. The Owner's Representative is responsible for all activities of the Owner's Representative and any member of the Project Team, and their respective subcontractors or representatives or invitees brought onto the City Property. The Owner's Representative shall not bring, or permit any member of the Project Team to bring, any hazardous materials onto the City Property. Further, upon encountering any previously unknown or potentially hazardous material on the City Property, the Owner's Representative shall immediately cease any activities impacted by the discovery, secure the affected area, and notify the City immediately.

(c) *Indemnity.* THE OWNER'S REPRESENTATIVE WILL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL OBLIGATIONS, LOSSES, INJURIES, DAMAGES, CLAIMS, LIENS, COSTS, EXPENSES, DEMANDS, LIABILITIES, PENALTIES, AND REASONABLE INVESTIGATION COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, THE "**CLAIMS**") FOR PERSONAL INJURY, DEATH OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY, OR ATTRIBUTABLE TO, ANY WILLFUL MISCONDUCT OR OTHER UNLAWFUL, NEGLIGENT OR RECKLESS ACT OR OMISSION OF THE OWNER'S REPRESENTATIVE REPRESENTATIVES, IN THE EXERCISE OF RIGHTS GRANTED TO THE OWNER'S REPRESENTATIVE HEREUNDER. HOWEVER, THE FOREGOING INDEMNITY SHALL NOT COVER

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OR APPLY TO ANY CLAIMS, LIABILITIES OR CAUSES OF ACTION FOR PERSONAL INJURY, DEATH OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS WHICH ARISE (I) OUT OF THE MERE DISCOVERY OF, OR THE LOCATING OR IDENTIFYING OF, ANY PRE-EXISTING CONDITION ON, UNDER OR EMANATING FROM THE CITY PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY CONTAMINATION ON, UNDER OR EMANATING FROM THE CITY PROPERTY, SO LONG AS THE OWNER'S REPRESENTATIVE REPRESENTATIVES DO NOT EXACERBATE ANY SUCH PRE-EXISTING CONDITION AND IF THEY DO THEN OWNER'S REPRESENTATIVE'S LIABILITY WILL BE LIMITED TO THE EXTENT OF THE DAMAGE CAUSED BY SUCH EXACERBATION AND (II) THE NEGLIGENT OR RECKLESS ACTS OR OMISSIONS OF THE CITY OR ANY OF ITS REPRESENTATIVES.

IF THE CITY OR ANY INDEMNIFIED PARTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION OR OTHER FINDER OF FACT, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY AVAILABLE TO THE CITY OR ANY INDEMNIFIED PARTY, AND WITHOUT WAIVING ANY DEFENSES OF THE CITY OR ANY INDEMNIFIED PARTY UNDER TEXAS LAW.

(d) *Insurance*. Prior to any entry by the Owner's Representative upon the City Property, the Owner's Representative shall provide the City with evidence of the insurance described in EXHIBIT G attached hereto.

Section 7. Payment of Phase I(a) Activities

(a) *General*. The City shall be responsible for the payment of all Phase I(a) Activities. The Phase I(a) Activities shall be performed directly by Owner's Representative or by third parties engaged by Owner's Representative.

(b) *Phase I(a) Budget.* The Owner's Representative has prepared a detailed budget of Phase I(a) Activities, which is attached hereto as EXHIBIT E (the "**Phase I(a) Budget**"). The Phase I(a) Budget includes a detailed line-item budget of the Phase I(a) Activities and the preparation of the Downtown District Report. The Phase I(a) Budget may be amended or revised by the mutual agreement of the Parties. The Owner's Representative may reallocate amounts between budget line items, except for the Owner's Representative's overhead and fee, which will be fixed.

(c) *Monthly Invoicing*. The Owner's Representative shall deliver to the City on a monthly basis commencing on the fifteenth (15^{th}) day, at the latest, of each calendar month (or the immediately following business day) beginning on the first full month after the Effective Date, an invoice report (each an "**Invoice**") detailing all costs of Phase I(a) Activities (**"Phase I(a) Costs"**) incurred or applied since the Effective Date (in the case of the first Invoice) or all Phase I(a) Costs since the last Invoice. Each Invoice will provide an accounting of the incurred and/or expended Phase I(a) Costs for the Invoice period on a line-item basis matching the Phase I(a) Budget format shown in EXHIBIT E. Within thirty

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(30) calendar days following the expiration of the Term or earlier termination of this Agreement, Owner's Representative shall deliver to the City the final Invoice.

(d) *Payment of Monthly Invoice.* City will pay the Owner's Representative the compensation (costs and fee) for the Phase I(a) Activities as set forth in EXHIBIT E, inclusive of reimbursable out-of-pocket expenses as they are incurred up to the reimbursable allowance identified in EXHIBIT E. Reimbursable expenses will be paid at cost and will not exceed the reimbursable allowance shown in EXHIBIT E without prior written approval of City. Within ten (10) calendar days of receiving Owner's Representative's Monthly Invoice, City will notify Owner's Representative in writing of any objections to Owner's Representative's Invoice. Within 30 calendar days of receiving an undisputed, properly completed Invoice, City shall pay to Owner's Representative a sum equal to the value of the Phase I(a) Costs completed since the commencement of the work, less all previous payments of prior Invoices. The City shall not withhold retainage. No progress payment by City shall be considered to be City's acceptance of any part of the Phase I(a) Activities.

Section 8. Instruments of Service.

(a) *Ownership of Instruments of Service*. All instruments of service prepared by the Owner's Representative and Project Team in connection with the performance of the Phase I(a) Activities (the "**Instruments of Service**"), shall be and remain the property of the Owner's Representative until and unless the City pays the Owner's Representative for its Phase I(a) Costs in accordance with Section 7(c) and Section 7(d) above. "Instruments of Service" shall include any drawings, specifications, models, renderings, professional studies, professional reports, or other proprietary materials prepared in connection with or as part of the Phase I(a) Activities. However, "Instruments of Service" shall expressly exclude, and the City shall retain all rights to (irrespective of payment or nonpayment) any and all work product of the City, including any contracts, agreements, plans, notes, research, reports, summaries, concepts, and ideas conceived, developed, or prepared directly by or through the joint participation of the City and its representatives, that is not customarily deemed as "work made for hire" (collectively, "**City Work Product**"). The Owner's Representative hereby waives and releases all rights relating to the City's continued use and ownership of any City Work Product.

(b) *Transfer of Instruments of Service*. Immediately upon the City's payment of the Owner's Representative for its Phase I(a) Costs, all of the Owner's Representative's right, title, and interest, including licenses, in and to all Instruments of Service, whether or not used or accepted by the City, shall immediately become the property of the City without any further evidence of transfer or assignment. However, to the extent that the City determines that further documentation or assurances are necessary to evidence the transfer, assignment, or licensing of any Instruments of Service, the Owner's Representative shall fully cooperate with the City and use all reasonable and lawful means to deliver written documentation or assurances, including those to be executed by the Owner's Representative's Project Team, to evidence the transfer, assignment, or licensing of the Instruments of Service to the City.

The obligation of the City to pay the Owner's Representative for its Phase I(a) Costs is expressly limited to the extent of the Owner's Representative's ability to lawfully grant or

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cause to be granted such Instruments of Service to the City, and only to the extent of Owner's Representative's interest therein. City acknowledges that Owner's Representative will typically only receive licenses to Instruments of Service prepared by the Project Team (particularly architecture and engineering design), and that assignment of such licenses (if that is the only right that Owner's Representative has to such Instruments of Service) will satisfy Owner's Representative's obligation to grant such Instruments of Service to City.

Section 9. Term and Termination.

(a) *Term.* The term of this Agreement (the "**Term**") shall commence immediately upon the Effective Date and expire upon the Parties' execution and delivery of the PDA, unless earlier terminated by either Party in accordance with this Section 9.

(b) *Termination by the City.* The City may terminate this Agreement with or without cause and for any reason whatsoever, by giving written notice of termination to the Owner's Representative at least 30 days prior to the effective date of termination, which shall be specified in such written notice; subject, however to Section 9(d) below.

(c) *Termination by Owner's Representative.* The Owner's Representative may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the City at least 60 days prior to the effective date of termination, which shall be specified in such written notice. Additionally, the Owner's Representative may terminate this Agreement upon the occurrence of any one of the following: (i) the City's failure to pay outstanding Phase I(a) Costs to the Owner's Representative more than 30 days after such payment is due; or (ii) the City's material failure to properly perform its responsibilities hereunder.

(d) *Payment Following Termination*. Termination of this Agreement shall not release the City from payment of any accrued and unpaid portion of amounts owed to the Owner's Representative. The City shall use all reasonable and lawful means to pay any outstanding Phase I(a) Costs to the Owner's Representative within 30 calendar days of termination and receipt of a final Invoice.

(e) *Rights Upon Termination or Expiration*. Upon expiration or termination of this Agreement for any reason, the Owner's Representative shall upon the request of the City, immediately transfer to the City all Instruments of Service and other deliverables prepared by the Owner's Representative pursuant to this Agreement, in whatever form such information and work product may exist, to the extent requested by the City.

(f) *Remedies, Rights, and No Implied Waiver*. Notwithstanding any exercise by the City of its rights of early termination, the Owner's Representative shall not be relieved of any liability to the City for damages owed to the City by virtue of any breach of this Agreement by the Owner's Representative or for amounts otherwise owed to the City by the Owner's Representative. Termination by the City is not an exclusive remedy for any breach by the Owner's Representative but is in addition to all other rights and remedies provided in equity, by law, or under this Agreement; subject, however, to Section 10(h) hereof.

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Section 10. General Provisions.

(a) *Representations and Warranties*. Each Party represents and warrants to the other Party all of the following:

(i) The Party has all requisite power and authority to enter into this Agreement and consummate the transactions set forth herein, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction set forth herein, and no permission, approval, or consent by any additional third parties or governmental authorities is required for the Party to enter into and consummate this Agreement.

(ii) This Agreement is a valid obligation of the Party and is binding upon and enforceable against the Party in accordance with its terms.

(iii) The consummation by the Party of this Agreement and the Project set forth herein do not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal, state, or municipal regulatory body, administrative agency, or other governmental body having jurisdiction over the Party.

(b) *Confidentiality of Information and Negotiations*.

(i) If the Owner's Representative provides information to the City, in whatever form or medium, concerning the operations or affairs of the Owner's Representative or member of the Project Team, whether developed prior to or on or after the Effective Date, that is generally considered under the law to be of a confidential or privileged nature and is marked as "Confidential" plainly on the face of any such document or information, the City agrees that it will keep confidential and not disclose any such information submitted by Owner's Representative in the course of the negotiations ("**Confidential Information**") except for disclosures:

A. in the process of discussions, meetings or conferences with its officers, agents, employees and representatives who reasonably need to know this information for purposes of evaluating, approving or executing the transactions contemplated hereby;

B. in response to a legal process or as otherwise required by law, including the Texas Public Information Act (the "**TPIA**") with prompt written notice being delivered to Owner's Representative regarding such disclosure, or as otherwise required by any order of a legal authority under applicable law; or

C. in any manner to which Owner's Representative affirmatively consents.

(ii) Subject to any third-party rights under the TPIA, the City and Owner's Representative agree that neither shall have the right to require the other to disclose attorney-client privileged communications or work product.

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(iii) The City shall use reasonable efforts to provide prompt written notice to Owner's Representative of any request received by the City pursuant to the TPIA or by any competent legal authority requesting Confidential Information or information collected, assembled or maintained for the City and to which the City has contractual access, for the purpose of providing Owner's Representative an opportunity to seek to protect such information from disclosure. Under the TPIA, documents collected, assembled or maintained for the City and to which the City has access under the terms of a contract may be deemed public information, subject to the exceptions in the TPIA. The City makes no representation as to how the Attorney General of Texas will rule on any public information request but agrees to reasonably cooperate with Owner's Representative in asserting exemption claims under the TPIA, provided any extensive briefing or analysis of documentation will be the responsibility of the Owner's Representative.

(iv) Upon reasonable request of the Owner's Representative, the City shall reasonably cooperate with the Owner's Representative and shall give the Owner's Representative the opportunity to submit briefings to the Office of the Texas Attorney General in the manner provided by the Texas Public Information Act.

(v) The terms of this Section 10(b) will survive the expiration or earlier termination of this Agreement but will be superseded by the terms of the Definitive Agreements, if fully executed.

(c) *Limitations of this Agreement*. The execution of this Agreement by the Parties shall not be construed as an offer or an acceptance by any of the Parties to proceed with the execution of any Definitive Agreements. Execution of this Agreement is limited to the purposes described in Section 2(a) hereof, reserving final discretion to each Party. Final terms relating to the Project shall be established only in Definitive Agreements executed by the Parties.

(d) *The City's Right to Obtain Information and to Consult with Others*. The City reserves the right to obtain information concerning the transaction described by this Agreement from any person, entity, or group.

(e) *Assignment*. The Owner's Representative shall not assign (it being agreed that for purposes of this Agreement, assignment includes, without limitation, a merger, dissolution, sale, pledge or other hypothecation or transfer of a majority of stock or ownership interests in any other form of business entity interests or sale of assets), mortgage, pledge or otherwise transfer their respective interests in this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. However, Owner's Representative may assign its interest in this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control with Owner's Representative ("**Affiliate**") with prior notice to the City. In such a case, the City's consent to said assignment may not be unreasonably withheld, conditioned, or delayed and such consent shall be conditioned upon (i) Owner's Representative demonstrating such Affiliate has comparable or greater financial standing, professional expertise and development capabilities as Owner's Representative as of the Effective Date, and (ii) the execution and

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delivery by such Affiliate of an instrument in form and substance reasonably satisfactory to the City evidencing its full assumption of the Owner's Representative's obligations hereunder. The Party who assigns this Agreement shall provide the other Party with a copy of the assignment.

(f) *Notices*. Formal notices, demands and communications between the Parties will be sufficiently given if, and will not be deemed given unless delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

To the City:	City of Liberty Hill Attn. City Manager 926 Main St. Liberty Hill, Texas 78642 Email: thunter@libertyhilltx.gov
With a Copy to:	City Attorney Attn: Laura Mueller 171 Benney Lane, Bldg. II Dripping Springs, Texas 78620 Email: lmueller@libertyhilltx.gov
To Owner's Representative:	Griffin/Swinerton, LLC Attn: Korin Crawford & Roger Torriero 2422 E 7th Street Austin, TX 78702 Email: kcrawford@griffinswinerton.com, rtorriero@griffinholdings.net
With a Copy To:	Waterloo Legal Services, PLLC Attn: Jeff Nydegger 500 W. 2nd St. Ste. 1900 Austin, TX 78701 Email: jeff@waterlootx.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of registered mail four (4) Business Days following deposit of such instrument in the United States Mail. "**Business Day**" means Monday through Friday, except for state or federal holidays. Notices delivered by email to the email addresses provided above shall also be deemed to have been delivered but only if receipt is personally and affirmatively acknowledged in writing by the recipient.

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(g) *Resolution of Disputes*. Upon written notice from one Party to the other regarding an alleged or actual default by another Party, or a dispute over the interpretation or applicability of any provision of this Agreement, the Parties shall meet to make a good faith effort to resolve the dispute. The notice shall specify the Party's intent to dispute any action or inaction of the other party and the nature of and material facts underlying the dispute. Within fourteen (14) calendar days of delivery of the notice, the Parties' designated representatives and other key team members shall meet in person or over videoconference and attempt to resolve the dispute.

If the dispute is not resolved to the reasonable satisfaction of the Party raising the dispute, then within fourteen (14) calendar days of the meeting, such Party may formally present the matter in writing to the chief executive officer of the other Party, which writing shall contain a detailed briefing of the dispute and the requested resolution of it. Within thirty (30) calendar days of delivery of the notice, an executive officer of the receiving Party shall meet in person or over videoconference with an executive officer of the Party who raised the dispute and attempt to resolve the dispute, after which, the receiving Party will, within fourteen (14) calendar days, deliver to the Party who raised the dispute a written proposal for resolution of the dispute, and the receiving Party shall consider the written proposal in good faith.

If the foregoing process does not resolve the dispute and mediation is acceptable to both Parties, the Party raising the dispute may elect to seek resolution of the dispute by mediation through the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. & REM. CODE § 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. & REM. CODE § 154.073, unless the Parties agree in writing to waive confidentiality.

If the process described does not resolve the dispute and the parties do not agree to mediation, or if the non-binding mediation process does not resolve the dispute, the parties will be entitled to pursue any other remedy available under this Agreement. Neither party will pursue such a remedy without first exhausting the foregoing process; provided, however, that either Party may exercise its rights of terminate under Section 9 hereof without undergoing mediation.

(h) *Limitation on Remedies*. In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, punitive damages, exemplary damages, indirect damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

(i) *Capacity*. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE CITY'S ACTIONS IN EXECUTING THIS AGREEMENT AND ITS OBLIGATIONS UNDER THIS AGREEMENT ARE A GOVERNMENTAL FUNCTION.

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(j) *Amendment or Modification to this Agreement*. This Agreement may be amended, modified and/or restated only by a written instrument adopted by all of the Parties and signed by the duly authorized representatives of the Parties hereto.

(k) *Rules of Interpretation.*

(i) Entire Agreement. This Agreement, and those agreement and documents expressly incorporated herein by reference, constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except a subsequent written amendment or supplement to this Agreement signed by both Parties.

(ii) Captions. Captions at the beginning of each Section of this Agreement are for reference only and will in no way define or interpret any provision hereof.

(iii) Construction. Common nouns and pronouns and any variations thereof shall be deemed to refer to masculine, feminine, non-binary, or neuter gender, singular or plural, as the identity of the person, persons or other reference in the context requires. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. Any reference to the TPIA or other statutes, laws, or regulations, forms or schedules shall include the amendments, modifications, supplements, or replacements thereof. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended, modified or supplemented and not to any particular section, subsection or clause contained in this Agreement. Whenever used herein, "or" shall include both the conjunctive and disjunctive, "any" shall mean "one or more," and "including" shall mean "including without limitation."

(iv) Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise, except to the extent limited by Section 10(h) above.

(v) Relationship of Parties; No Third-Party Beneficiaries. The City and Owner's Representative are not partners or joint venturers, nor is either the principal or agent of the other, and nothing herein will be construed to create any such relationship between the City and Owner's Representative, or to render either the City or Owner's Representative liable for any obligations of the other. The only beneficiaries of this Agreement are the City and Owner's Representative. There are no third-party beneficiaries.

(vi) Severability. If any provision of this Agreement or the application thereof to any person or circumstances becomes invalid or unenforceable to any extent, the application of such provision to other persons or circumstances and the remainder

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of this Agreement will not be affected thereby and will be enforced to the greatest extent permitted by law.

(vii) Waivers. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any agreement or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(l) *Governing Law; Venue*. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The obligations of the Parties are performable in Liberty Hill, Texas, and venue for any dispute arising hereunder will lie exclusively in the state district courts located in Travis County, Texas.

(m) *Additional Assurances*. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of a Party, the other Party shall execute such reasonable additional instruments and take such reasonable additional actions as the requesting Party may deem necessary to effectuate this Agreement.

(n) *Successor and Assigns*. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

(o) *State Law Matters*. In addition to the terms provided herein, the Parties agree to the terms and conditions contained in the State Law Addendum attached hereto as EXHIBIT H. In the event of a conflict between EXHIBIT H and the terms of this Agreement, EXHIBIT H shall control.

(p) *Appropriation of Funds*. By its approval of this Agreement, City Council has appropriated current revenues of the City in the amount of $1,470,425 (the "**Appropriated Amount**") for the payment of Phase I(a) Costs due to the Owner's Representative under this Agreement. If for any reason the Phase I(a) Costs payable under this Agreement exceed the Appropriated Amount, the City shall use all reasonable and lawful means to either (i) cause such additional amounts to be appropriated for payment from the City's then current revenues, or (ii) establish a sinking fund wherein it shall deposit lawfully available funds sufficient for the payment of such additional amounts. The Owner's Representative shall not be required to perform any Phase I Activities with respect to which funds have not been lawfully appropriated.

(q) *Counterparts; e-Signatures*. This Agreement may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments

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thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The Parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or *via* DocuSign, Adobe Sign, or any similar means of digital delivery.

(*Signature Page Follows*)

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The undersigned have signed and delivered this Owner's Representative Services Agreement to be effective as of the Effective Date.

CITY:

CITY OF LIBERTY HILL, TEXAS,
A Texas home-rule municipality

By:_____
Thomas Hunter, City Manager

OWNER'S REPRESENTATIVE:

GRIFFIN/SWINERTON, LLC,
a Delaware limited liability company

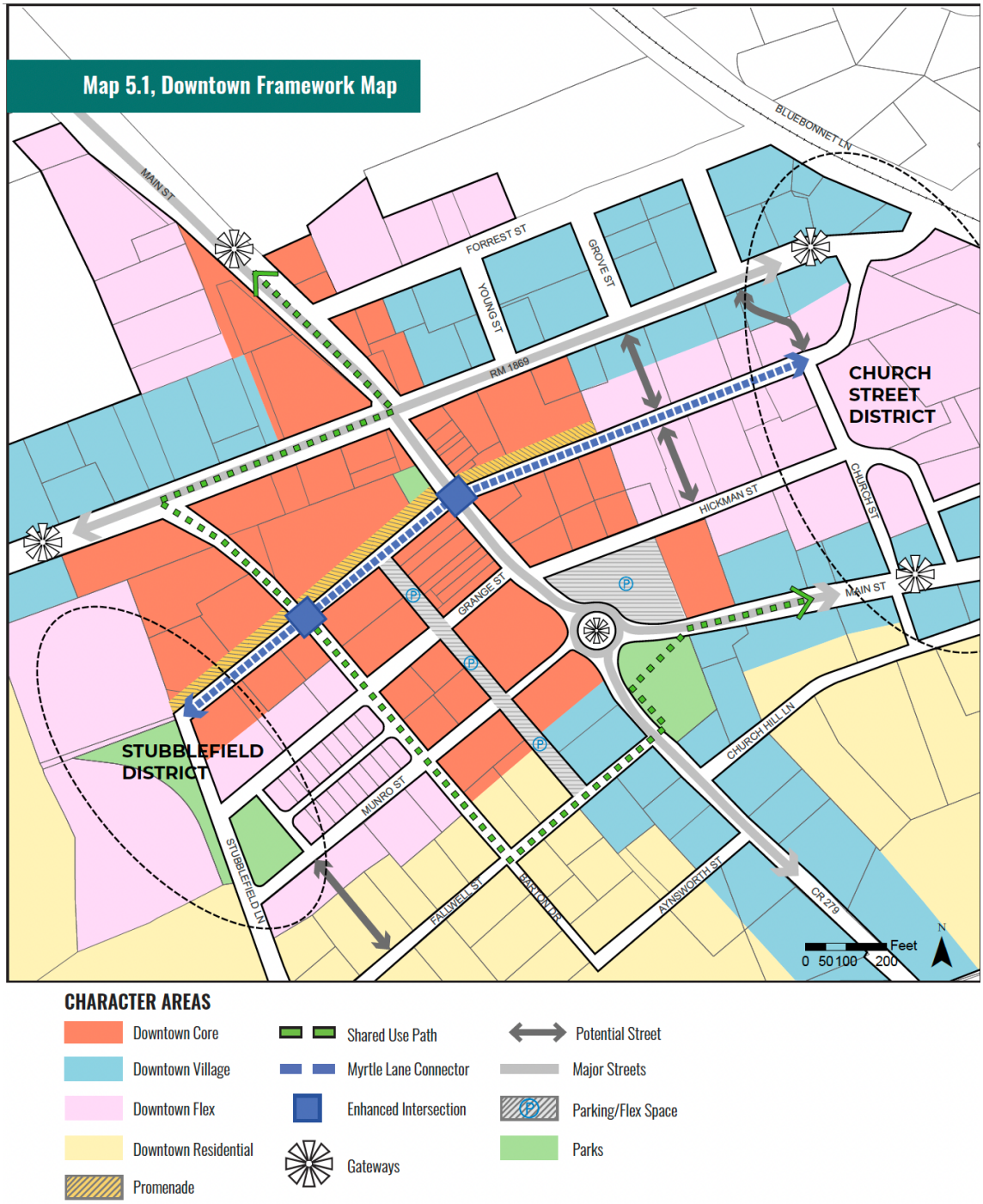
By: DocuSigned by: Korin Crawford 09D03D0CBF39458...
Korin Crawford, Executive Vice President

By: Signed by: 500EEF825A9A4FD...
Roger Torriero, Managing Principal

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EXHIBIT A
PROJECT AREA

The Liberty Hill Downtown Project Area is generally depicted below.



Source: Liberty Hill Downtown Master Plan, July 2024

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EXHIBIT B
PROJECT TEAM

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Exhibit B Project Team

GRIFFIN SWINERTON

The Griffin/Swinerton team is organized into distinct functional groups operating under a unified leadership structure, ensuring alignment and accountability across all disciplines.

LIBERTY HILL
SMALL TOWN • BIG HEART

PROJECT PRINCIPAL



KORIN CRAWFORD
EXECUTIVE VICE PRESIDENT
GRIFFIN/SWINERTON
PRIMARY POINT OF CONTACT

GRIFFIN SWINERTON

OWNER'S REPRESENTATIVE



ROGER TORRIERO
MANAGING PARTNER



TIM KRETZCHMAR
PRINCIPAL



ZACHARY SATT, PE
PROJECT MANAGER

LPA

ARCHITECT



SARA FLOWERS, AIA
PRINCIPAL IN CHARGE,
AUSTIN STUDIO DIRECTOR



JEREMY HART, AIA
PRINCIPAL,
DIRECTOR OF CIVIC + CULTURAL



SOPHIA RAZZAQUE, AIA
MANAGING DIRECTOR

SWINERTON

GENERAL CONTRACTOR



ALISON SATT, PE
VICE PRESIDENT,
DIVISION MANAGER, AUSTIN



MARISA WILLIAMS
PROJECT EXECUTIVE,
PUBLIC/CIVIC MARKET LEAD



HAMZEH AWAD
CHIEF ESTIMATOR



JAMES MANNIX
FIELD OPERATIONS MANAGER

CONSULTANTS

Griffin/Swinerton has established working relationships with the following consultants which are available for this project. We will also collaboratively work with the City to select the final team to best serve the project.

DISCIPLINE TYPES	CONSULTANT
Master Planning	Gensler, Halff
RE Market Analysis	RCLCO
Special District Financing	P3 Works
Financing & Capital	Raymond James, Morgan Stanley, Bank of America
Civil Engineering	Kimley Horn
Retail & Placemaking	TBD
Community Outreach	Rifeline
Parking Specialists	Walker Consulting Engineers
Recreation Center Planning	BRS Architecture, FGMA
Grants	The Goodman Corp.
Historic Preservation	Architexas
Traffic Engineering	Kimley Horn
Dry Utility Coordination	Bay & Associates
Survey	Capitol Survey
Geotechnical Engineering	Braun Intertec

FINANCIAL CAPACITY & ACCESS TO CAPITAL

The Griffin/Swinerton team has significant net worth, liquidity, and access to capital including strong equity and debt relationships with leading financial institutions (select examples below).

SWINERTON
Backed by Swinerton, Inc., audited financial statements available upon request.

$1B
IN CASH/CASH EQUIVALENTS

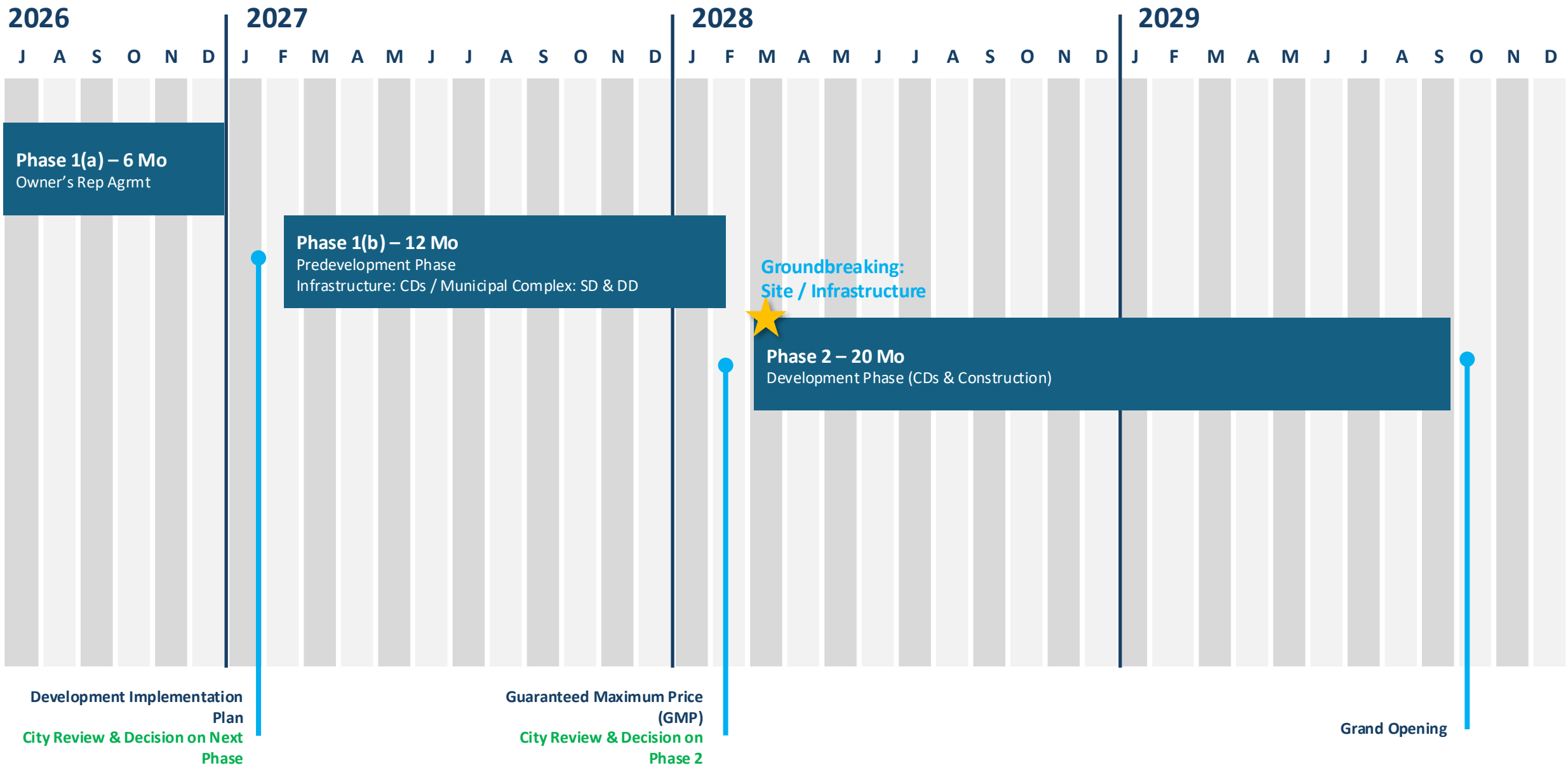
BANK OF AMERICA
Morgan Stanley
Goldman Sachs
CITY NATIONAL BANK
AN RBC COMPANY

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EXHIBIT C
PRELIMINARY DEVELOPMENT SCHEDULE

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EXHIBIT C: PRELIMINARY SCHEDULE



Notes:

1. This indicative schedule is preliminary and subject to change. Phase I(a) is planned for a 6-month schedule. Subsequent phases (e.g., Phase I(b) and Phase 2) will be refined at the end of Phase I(a) deliverables.

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EXHIBIT D
PHASE I(A) ACTIVITIES AND DELIVERABLES

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EXHIBIT D
City of Liberty Hill — Downtown District
Griffin Swinerton Owner's Representative — Preliminary Scope of Services (Phase 1A)

Scope Category	Scope / Description	Key Deliverable(s)
Concept Master Plan: 1. **Creative MP Design** 2. **Infrastructure Plan** 3. **PUD**	Vision and "The Liberty Hill Experience" — a special place, destination, events & programming. Land design, refinement of the adopted Master Plan (massing/test fits), infrastructure plan/design, PUD, design guidelines, and the phasing strategy that sequences catalytic first projects.	Concept Master Plan Infrastructure (Schematic Level) PUD Ordinance & Design Guide
Public Facilities	Municipal Complex needs assessment & programming (program verification, concept development), parking, and plaza / open space.	Needs Assessment & Program Parking Study
Real Estate & Public Finance	Market study and financial feasibility; special district financing; P3 conduit/bond financing; real estate and land acquisition support; economic-development incentive structuring; recommendations on public investment and cost-model development.	Market Study Financing Options Report
Technical Studies / Due Diligence	Geotechnical, survey, transportation, traffic impact analysis, utilities, environmental — leveraging any existing survey, Phase I ESA, and reports where available.	Technical Reports, Survey, etc.
Placemaking & Retail	Vision and concept for retail, hospitality, housing, placemaking / open space, and activations & tactical urbanism (street markets, pop-ups, parklets, performances, etc.).	Per Description
Community	Outreach workshops, pop-up booths, community survey, project website content, social, and newsletter.	Per Description
Preconstruction	Concept-level cost estimating and schedule (infrastructure and public facilities), with constructability/value-engineering input feeding feasibility and phasing.	Cost & Schedule – Concept Level
Implementation	Development Implementation Plan; investor/developer recruitment & solicitation (acting as the City's extension through the process); P3 / partnership structuring support.	Implementation Plans & Documentation
Owner's Representative: Development Management	Serve as the City's development manager and single point of accountability — program leadership, City-staff extension, and coordination of all disciplines below, including procuring and managing separate consultant teams as needed. Lead overall strategy, phasing, decision milestones, and delivery-model and public-investment recommendations.	Program Management & Phasing Strategy

Note: This listing reflects the initial (Phase 1a) Owner's Representative scope. The engagement is anticipated to continue through construction, with subsequent phases adding additional development management, entitlements & permitting, development-agreement review/negotiation, SD, DD, GMP for Municipal Complex, CD for Land Development, additional technical studies as required, preconstruction, and documenting Griffin/Swinerton's transition from Owner's Representative to Master Developer.

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EXHIBIT E
PHASE I(A) BUDGET

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EXHIBIT E: PHASE I(A) BUDGET
JUNE 2026

NOT TO EXCEED BUDGET - UNENCUMBERED & UNSPENT BUDGET SAVINGS ARE RETURNED TO CITY

#	Budget Item	Firm	Total	Comment
	DESIGN & ENGINEERING			
1	Architectural - Concept Master Plan	Gensler & TLS	210,000	
2	Civil Engineering, Utilities, Infrastructure Design	Kimley Horn	200,000	
3	Traffic Impact Analysis	Kimley Horn / TBD	75,000	
4	PUD Ordinance & Design Book	Halff & Associates	120,000	
5	Municipal Complex: Needs Assessment & Concept	LPA	50,000	
6	Landscape, Placemaking, & Retail Strategy	TBD	50,000	
7	Parking Analysis	Walker Consultants	12,000	Shared/Demand based parking
8	Geotechnical Investigations - Update	Braun Intertec	25,000	
9	Survey, Topology, Mapping	Capitol Survey	50,000	
10	Environmental: Phase 1 ESA	Braun Intertec	7,500	
11	Environmental: Other, Stream Mitigation	TBD	2,500	
12	Arborist	TBD	NIC	Possibly in the next phase
13	Fire Flow Testing	TBD	NIC	Possibly in the next phase
	MISCELLANEOUS CONSULTANTS			
14	Real Estate Market Update	RCLCO	30,000	Per proposal
15	Real Estate: ROW & Acquisitions Support	TBD (e.g., 7Arrows)	25,000	
16	Special District Financing	P3 Works	75,000	
17	Community Engagement	Rifeline	50,000	
18	Legal		15,000	
	OTHER EXPENSES			
19	Reimbursables Allowance		10,000	
20	Contingency		100,000	
21	Insurance $11/$1000		13,425	
22	**SUBTOTAL - THIRD PARTY**		**$1,120,425**	
	DEVELOPMENT MANAGEMENT			
23	Pre-Construction & Cost Estimating	Swinerton	100,000	Infrastructure, Municipal Complex, ROMs for private real estate
24	Developer Fixed Overhead	Griffin Swinerton	250,000	
25	**TOTAL - UNDER THIS CONTRACT**		**$1,470,425**	
26	Developer Fixed Fee (At-Risk)	Griffin Swinerton	250,000	Accrues to next phase of Agreement (if we proceed)

Source: Griffin Swinerton, June 2026

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EXHIBIT F
CITY REVIEW SCHEDULE

The City will follow the development review schedule as outlined below:

(a) Subdivision Review – 15 Business Day review of initial submittal, 10 Business Day review for update submittals.

(b) Construction Plan Review (public infrastructure) – 20 Business Day review of initial and update submittals.

(c) Site Development Review – 15 Business Day review of initial submittal, 10 Business Day review for update submittals.

(d) Building Plan Review – 20 Business Day review of initial and update submittals.

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EXHIBIT G
INSURANCE REQUIREMENTS

(a) *Qualifying Insurers*. All insurance policies shall be obtained from insurers authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-VII or better.

(b) *Required Liability Insurance Coverage and Limits*.

(i) Workers' Compensation Insurance with statutory limits, and Employers Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

(ii) Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products - Completed Operations	$1,000,000

(iii) Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage; and

(iv) Umbrella/excess liability insurance with limits of not less than $2,000,000, per occurrence. Such umbrella coverage will be excess over and at least as broad as the underlying coverage as required for Employer's Liability, Commercial General Liability and Business Auto Liability under subsections (i), (ii) and (iii) foregoing, respectively. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

(c) *Endorsements*. All Insurance Policies (with the exception of workers' compensation and employer's liability) will be endorsed and name City of Liberty Hill, Texas as additional insureds for liability caused in whole or in part by Owner's Representative's acts or omissions with respect to its on-going operations up to the actual liability limits of the required insurance policies maintained by Owner's Representative. Commercial General Liability Additional Insured status, including ongoing and completed operations coverage, will be submitted with the certificates of insurance required above. Commercial General Liability and Business Auto Liability will include primary and non-contributory coverage in favor of the City.

(d) *Waivers of Subrogation*. Owner's Representative hereby waives and will cause each contractor or subcontractor to waive all rights of subrogation against the City. All Insurance Policies required hereunder will be endorsed to provide a waiver of subrogation in favor of the City. The waivers set forth above shall extend to the agent of each such person and their respective contractors and employees.

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EXHIBIT H
STATE LAW MATTERS

(a) *State Law Limitations and Prevailing Laws Applicable to the City*. The City is a local government corporation organized under the laws of the State of Texas. The Parties expressly agree that following provisions shall control over any conflicting provisions contained in this Agreement.

(i) No Liens on Public Property. No provision of the Agreement purporting to grant to Owner's Representative (A) a security interest or lien against the real or personal property of the City; or (B) a contractual right or power of attorney to take control over or otherwise handle or dispose of the property of the City, shall be of force and effect.

(ii) Court Costs. No provision of this Agreement requiring the City to pay court costs, costs of suit, or attorney fees incurred by Owner's Representative or any other person in enforcing or interpreting the terms of this Agreement shall be of force and effect, except as otherwise expressly permitted by the laws of the State of Texas.

(iii) Open Records. Any obligation of the City under this Agreement to (A) keep the terms and provisions of this Agreement confidential; and/or (B) not disclose the terms of this Agreement, shall be binding on the City only to the extent permitted by law, including without limitation TEX. GOV'T CODE, Chapter 552 or any successor law or other similar statutory provisions (the "**TPIA**"). the City agrees that it shall notify Owner's Representative upon receipt of a request for release of this Agreement or any terms hereof to any member of the public pursuant to the Texas Public Information Act, and the City shall give Owner's Representative the opportunity to submit briefings to the Office of the Texas Attorney General in the manner provided by the Texas Public Information Act.

(iv) Privileges and Immunities. No provision of this Agreement shall constitute, nor is it intended to constitute, a waiver of any other exemptions, privileges or immunities of the City under the constitution and laws of the State of Texas.

(vi) No Violation of Prevailing Law. the City shall not be required to perform any act or refrain from performing any act under this Agreement if that performance or non-performance would constitute a violation of the constitution or laws of the State.

(b) *Representations and Certifications of Owner's Representative.*

(i) Interested Parties Disclosure. To the extent that this Agreement is a contract with a value of $100,000 or more, prior to entering into this Agreement, and unless otherwise exempt therefrom, Owner's Representative must file a certificate of Interested Parties Form 1295 (a "**1295 Certification**") with the Texas Ethics Commission through its electronic portal in accordance with TEX. GOV'T CODE § 2252.908, as amended, and has delivered evidence of filing to the City. Owner's Representative acknowledges that the City has no obligation, and have not undertaken any responsibility, for advising Owner's Representative with respect to the completion of its 1295 Certification, except for the provision of the contract identification numbers and description of services.

(ii) Verifications Required for Contracts for Goods or Services. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under TEX. GOV'T CODE §§ 2252.152, 2271.002 and 2274.002, as amended, by

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submitting a bid, the bidder does hereby verify that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates:

A. Do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with TEX. GOV'T CODE § 2274.002, as amended, to the extent TEX. GOV'T CODE § 2274.002 does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" has the meaning provided in TEX. GOV'T CODE § 809.001.

B. Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in TEX. GOV'T CODE § 2274.001(3). "Firearm entity" and "firearm trade association" have the meanings provided in TEX. GOV'T CODE §§ 2274.001(6) and (7).

C. Do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in TEX. GOV'T CODE § 808.001.

D. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under TEX. GOV'T CODE § 2252.153 or § 2270.0201.

As used in the foregoing verifications, "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. 230.405 and exists to make a profit.