



**AMENDMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Justice Complex Improvements ("Project")

**ARCHITECT/
ENGINEER:** Johnston, LLC. ("A/E")
J. Alan Johnston, President
2603 Augusta Drive, Suite 1600
Houston, TX 77057

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 2 to **Agreement for Design and Engineering Services** ("Amendment No. 2") is by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **January 28th, 2022**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Production Schedule** under **Exhibit C** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

Exhibit C – Production Schedule shall be amended and supplanted by the attached Exhibit C which is incorporated herein.

II. Terms of Agreement Control and Extent of Amendment No. 2

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

Johnston, LLC.

By: _____

Signature

J.Alan Johnston

Printed Name

President

Title

Date Signed: 01/09/2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Thousand Three Hundred Forty-Three (1,343) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	01/28/22
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Phase VI - CONSTRUCTION ADMINISTRATION ☐

Contractor Notice to Proceed	08/12/22
Construction Substantial Completion	08/08/25

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	09/04/25
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All services shall be complete on, or before:	10/02/25
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EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Johnston, LLC.

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
the _____ of _____, on behalf of said firm.
Signatory Name
Signatory Title Entity Name

Notary Public in and for the
State of Texas

My commission expires: _____

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non proprietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufacturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile, spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No plumbing walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.