



City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, January 06, 2026, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

Planning Director Tory Carpenter

People & Communications Director Lisa Sullivan

Parks & Community Services Director Andy Binz

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 1. Approval of the December 2, 2025 City Council regular meeting minutes.**
- 2. Approval of the reappointment of Sirena Cumberland as Dripping Springs ISD representative, Mike Jones as the Hays County Emergency Services representative, and Stephanie Moody as the Chamber of Commerce representative, to the Emergency Management Committee for 2 year terms ending on January 1, 2028.**

BUSINESS AGENDA

- 3. Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 8, Article 8.02 of the Code of Ordinances of the City of Dripping Springs, relating to Fire Codes. Sponsor: Mayor Bill Foulds, Jr.**
- 4. Discussion and possible action to award RFB #PARKS-2025-04 for the Dripping Springs Ranch Park Event Center Roof Rehabilitation Project to the low bidder, Elite Contracting Group LLC, in an amount not to exceed \$456,593.40, and to authorize the City Administrator to finalize and execute the agreement. Sponsor: Council Member Sherrie Parks.**
- 5. Public Training Session on the *Ten Texas Traits of Good Government* and its relevance to the City of Dripping Springs, including a presentation by Alan Bojorquez, Attorney at Law. Sponsor: Mayor Bill Foulds, Jr.**

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 6. Consultation with City Attorney regarding legal strategies and risks for engaging with and motivating the State of Texas, including the Texas Department of Transportation, to address infrastructure and regulatory constraints limiting growth in the City of Dripping Springs, including transportation, utilities, drainage, and related intergovernmental disputes, litigation risks, and the potential need for growth-management measures, including a development moratorium. (Consultation with Attorney, 551.071).**

7. **Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*).
8. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071*)
9. **Consultation with attorney and deliberation regarding interlocal agreements concerning the application and enforcement of City ordinances.** (*Consultation with Attorney, 551.071*).

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

January 20, 2026, at 6:00 p.m.

February 3, 2026, at 6:00 p.m.

February 17, 2026, at 6:00 p.m.

March 3, 2026, at 6:00 p.m.

March 17, 2026, at 6:00 p.m.

Board, Commission, & Committee Meetings

Historic Preservation Commission, January 8, 2026, at 4:00 p.m.

TIRZ Board, January 12, 2026, at 4:00 p.m.

Founders Day Committee, January 12, 2026 at 6:30 p.m.

DSRP Board, January 14, 2026, at 11:00 a.m.

Farmers Market Committee, January 15, 2026, at 10:00 a.m.

Emergency Management Committee, January 15, 2026, at 12:00 p.m.

Utility Commission, January 15, 2026, at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on December 30, 2025 at 5:00 p.m.

Diana Boone, City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, December 02, 2025, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

City Council Members Present

- Mayor Bill Foulds, Jr.
- Mayor Pro Tem Taline Manassian
- Council Member Place 2 Wade King
- Council Member Place 4 Travis Crow
- Council Member Place 5 Sherrie Parks

City Council Members Absent

- Council Member Place 3 Geoffrey Tahuahua

Staff, Consultants, & Appointed/Elected Officials

- City Administrator Michelle Fischer
- Deputy City Administrator Ginger Faught
- Deputy City Administrator Shawn Cox
- City Attorney Aniz Alani
- City Secretary Diana Boone
- IT Director Jason Weinstock
- Senior Planner Sara Varvarigos
- Planning Director Tory Carpenter
- Parks & Community Services Director Andy Binz
- People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Crow.

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies

are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

Tom Crawford spoke concerning routine maintenance of the downtown public restrooms.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

- 1. Proclamation of the City of Dripping Springs Recognizing and Celebrating 25 Years of Service by Ginger Faught and Proclaiming December 12, 2025, at "Ginger Faught Day" in the City of Dripping Springs, Texas. Sponsor: Mayor Bill Foulds, Jr.**

A proclamation was presented by council members to Ginger Faught in honor of her 25th anniversary with the City of Dripping Springs.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 2. Approval of the October 7, 2025 City Council regular meeting minutes.**
- 3. Approval of the November 4, 2025 City Council regular meeting minutes.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve consent agenda items 2 and 3.

The motion to approve carried unanimously 4 to 0.

BUSINESS AGENDA

- 4. Discussion and possible action on the acceptance of an Annexation Petition, ANNEX 2025-002, and providing direction to staff to negotiate an Annexation Agreement with Cypress Fork Ranch, L.P., to annex approximately 14 acres in the Extraterritorial Jurisdiction located at 1300 Creek Road. Applicant: Pat Helgeson (Tri Pointe Homes)**

A motion was made by Council Member Crow and seconded by Council Member Parks, to accept the annexation petition.

The motion carried unanimously 4 to 0.

- 5. Discussion and possible action on a Resolution of the City of Dripping Springs adopting an Artificial Intelligence (AI) Policy establishing guidelines for the safe and responsible use of AI systems by City employees, contractors, and vendors in accordance with Texas state law. Sponsor: Mayor Bill Foulds, Jr.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the resolution adopting the AI (Artificial Intelligence) Policy.

The motion to approve carried 3 to 0, with 1 abstention by Council Member Crow.

- 6. Discussion and possible action on a Resolution of the City of Dripping Springs adopting a policy implementing state-mandated requirements in Texas Government Code, Chapter 3002 (Texas Women’s Privacy Act), effective December 4, 2025.**

This item was moved to Closed Session.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for items 6, and 7-10, under sections 551.071 and 551.072.

The motion carried unanimously 4 to 0.

Closed Session began at 7:20 p.m.

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 7. Consultation with Attorney and Deliberation regarding Interlocal Discussions related to Transportation Projects and Potential Ancillary Real Estate Purchases.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 8. Consultation with Attorney and deliberation regarding potential offer to lease real property.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*
- 9. Consultation with Attorney regarding legal issues related to the impact of state legislation on certain City ordinances.** *(Consultation with Attorney, 551.071)*
- 10. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** *(Consultation with Attorney, 551.071)*

Closed Session ended at 8:09 p.m.

No action was taken while in Closed Session.

Item 6 was addressed after Closed Session.

6. Discussion and possible action on a Resolution of the City of Dripping Springs adopting a policy implementing state-mandated requirements in Texas Government Code, Chapter 3002 (Texas Women’s Privacy Act), effective December 4, 2025.

A motion was made by Council Member Crow and seconded by Council Member King, to approve the resolution implementing the state-mandated requirements in Texas Government Code, Chapter 3002, Texas Women’s Privacy Act.

The motion to approve carried unanimously 4 to 0.

ADJOURN

A motion was made by Council Member King and seconded by Council Member Parks, to adjourn the meeting.

The motion carried unanimously 4 to 0.

The meeting was adjourned at 8:10 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary

Council Meeting Date: January 6, 2025

Agenda Item Wording: **Approval of the reappointment of Sirena Cumberland as Dripping Springs ISD representative, Mike Jones as the Hays County Emergency Services Representative, and Stephanie Moody as the Chamber of Commerce Representative, to the Emergency Management Committee for 2 year terms ending on January 1, 2028.**

Agenda Item Requestor: Roman Baligad, Emergency Preparedness and Homeland Security Director

Summary/Background: Four (4) Emergency Management Committee members have terms that expired on January 1, 2026 and are interested in continuing to serve on the committee. The City requested and received letters of recommendation from the Chamber of Commerce for Stephanie Moody, Dripping Springs ISD for Sirena Cumberland, and Hays County Emergency Services for Mike Jones. Ray Sanchez, an at-large member of the committee has resigned his position, therefore there is currently a vacancy. We have posted an announcement on the City website and have received several applications. These applications have been sent to the chair of the committee for review and interviews will be scheduled after the holidays. This at-large appointment has been added to the January 20th City Council meeting agenda for consideration.

Membership:

Members of the Emergency Management Committee are appointed by the City Council, where the Mayor shall appoint a member of the City Council as the Chair. Members are selected at-large (1 seat), and as representatives of the following organizations that are integral in the operation of the Emergency Management Program:

- 1 seat: Chamber of Commerce Representative
- 1 seat: Hays County CERT (Community Emergency Response Team) Representative
- 1 seat: Hays County Constable or designee
- 1 seat: Emergency Services District 1 Representative
- 1 seat: Emergency Services District 6 Representative
- 1 seat: Dripping Springs Independent School District Representative
- 1 seat: Hays County Fire Marshal or designee

- 1 seat: Hays County Emergency Services Representative
- 1 seat: At-Large, Hays County Resident

Current Committee Membership

| <i>Member</i> | <i>Term</i> | <i>Seat Description</i> |
|-------------------|-------------|-----------------------------|
| Geoffrey Tahuahua | 6/30/2026 | EMC Chair |
| Bob Luddy | 1/1/2027 | ESD 1 Representative |
| Sirena Cumberland | 1/1/2026 | DSISD Representative |
| Mike Jones | 1/1/2026 | Hays Co. Emergency Services |
| Stephanie Moody | 1/1/2026 | Chamber of Commerce Rep |
| Dave Graham | 1/1/2027 | Precinct 4 Constable |
| Scott Collard | 1/1/2027 | ESD 6 Representative |
| Dillon Polk | 1/1/2027 | Fire Marshal Representative |
| Sandra Barber | 1/1/2027 | Hays County CERT Rep |
| Ray Sanchez | 1/1/2026 | At-Large Member |

**Commission
Recommendations:**

Chair is reviewing applications for at-large vacancy

**Recommended
Council Actions:**

Staff recommends approval of the re-appointments

Attachments:

1. Letter of recommendations
2. Applications

Next Steps/Schedule:

1. Notify committee members
2. Update website and master roster

Item # 2

DSTXCHAMBER

November 24, 2025

City of Dripping Springs
Emergency Management Committee

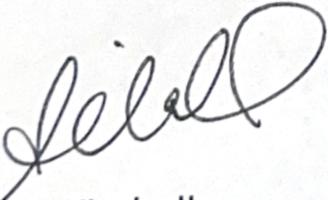
Dear Committee Members,

I'm writing to recommend Stephanie Moody, Community Outreach Coordinator at Ally Medical Emergency Room, as the Chamber's representative on the Emergency Management Committee.

As the only ER in Dripping Springs and a proven community partner, Ally Medical plays a vital role in the city's emergency response. Stephanie leads that effort with professionalism, clear communication, and a deep commitment to public safety, making her an ideal voice at the table. She is a graduate of Leadership Dripping Springs Class 7, and is very involved in our community.

Thank you for your consideration.

Sincerely,



Susan Kimball
President/CEO



Dripping Springs ISD

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs ISD
300 Sportsplex Drive
Dripping Springs, Texas 78620

December 8, 2025

Emergency Management Committee Selection Committee
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

Dear Members of the Selection Committee,

I am pleased to recommend Sirena Cumberland, Dripping Springs ISD’s Director of Safety, for continued service on the City of Dripping Springs’ Emergency Management Committee. Throughout her time in our district, Sirena has demonstrated exceptional leadership, strong strategic judgment, and an unwavering commitment to district and community safety.

In her role as DSISD’s Director of Safety, Sirena oversees districtwide emergency management, including emergency operations planning, safety training, and crisis response coordination for more than 8,500 students and 1,100 staff members. She is a proactive leader whose expertise is founded in a deep understanding of best practices in school and community safety, having served in the Hays County Sheriff’s Office and the Texas School Safety Center before joining the district.

Beyond her technical expertise, Sirena has a strong commitment to service and a genuine desire to contribute to the greater good. Her experience developing and navigating complex systems—especially in a growing community like Dripping Springs—provides a perspective that will continue to benefit the city’s emergency planning efforts.

I am confident that Sirena will be an outstanding addition to the city’s Emergency Management Committee and would bring meaningful insight, experience, and steady leadership to the role. Please feel free to contact me if you need any additional information.

Thank you for your consideration.

Sincerely,

Holly Morris-Kuentz
Superintendent
Dripping Springs ISD



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: 6 January, 2026

Agenda Item Wording: **Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 8, Article 8.02 of the Code of Ordinances of the City of Dripping Springs, relating to Fire Codes.**

Agenda Item Sponsor: Mayor Foulds

Summary/Background: 2024 ICC Building Codes were adopted on 16 December, 2025. The proposed adoption and amendments for the 2024 International Fire Code are needed to maintain consistent code cycle language between the Building and Fire Departments.

The proposed amendments were selected from a list generated by the North Central Texas Council of Governments (NCTCOG). NCTCOG is a volunteer association with over 230 members from 16 counties, numerous cities, school districts, and special districts. Since 1967, NCTCOG and its five advisory boards, comprised of public and private code professionals, has continually reviewed the latest editions of the model construction codes and recommended uniform amendments. North Hays County Fire Rescue uses the NCTCOG International Fire Code recommendations, aligning Building Construction and Fire Code amendments in Dripping Springs.

The proposed amendments were reviewed and recommendations provided by North Hays County Fire Rescue.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** Recommend Approval of the 2024 ICC Fire Code.

Attachments: Attachment (a) - NCTCOG proposed amendments with notes on local adoption
 Draft Ordinance

Next Steps/Schedule: Send to City Secretary for execution



Recommended Amendments to the 2024 International Fire Code

North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the *2024 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. The underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2021 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2024 code.

Notes:

To facilitate adoption, some I-Code sections contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For example, the IFC contains:

Section 101.1. Insert: [name of jurisdiction]

Section 112.4. Insert: [offense, dollar amount, number of days]

Section 1103.5.3. Insert: [date by which sprinkler system must be installed]

For further information or assistance with adoption, including a sample ordinance, jurisdictions should contact the Code Council. Appendices must be specifically adopted by Ordinance and if adopted we have included recommended amendments to the Appendices.

Red text is rejected as an amendment for Dripping Springs

Green text is proposed as an amendment for Dripping Springs

Explanation of Options A and B:

Please note that as there is a wide range in firefighting philosophies/ capabilities of cities across the region, and as a result, OPTIONS “A” and “B” are provided in the Fire and Building Code amendments. Jurisdictions should choose one of the options in each section based on their firefighting philosophies/ capabilities when adopting these code amendments.

*****Section 102.1; change #3 to read as follows:***

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

(Reason: To clarify that there are other provisions in the fire code applicable to existing buildings that are not located in Chapter 11, including but not limited to Section 505 Premises Identification.)

******Section 104.2.3; delete exception as follows:***

North Central Texas Council of Governments
Amendments

1

Final – Approved August 2025
2024 International Fire Code



104.2.3 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

Exception: ~~Performance based alternative materials, designs or methods of construction and equipment complying with the International Code Council Performance Code.~~

(Reason: To remove the reference to a code that is typically not adopted by jurisdictions within our region)

*****Section 104.6; change to read as follows:**

104.6 Notices and orders. The *fire code official* ~~shall~~ is authorized to issue necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with Section 113.

(Reason: To remove the mandatory language to allow more flexibility to the fire code official.)

****Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

(Reason: For clarity to allow for better understanding in areas not requiring such permits, such as unincorporated areas of counties. This amendment may be struck by a city.)

*****Section 105.6; change to read as follows:**

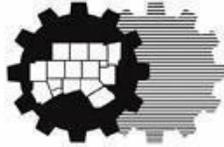
105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.6.~~25~~27 .

(Reason: To reflect the addition of Sections 105.6.26 and 105.6.27 as part of this amendment package.)

****Section 105.6.26; add to read as follows:**

105.6.26 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(Reason: Adds construction permit requirements for electronic access control systems affecting access and/or egress to ensure proper design and installation of such systems. These changes



North Central Texas
Council of Governments

reflect the local practices of municipalities in this region.)

*****Section 105.6.27; add to read as follows:**

105.6.27 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(Reason: Adds construction permit requirements for electric vehicle charging stations to ensure proper design and installation of such systems. These changes reflect the local practices of municipalities in this region.)

****Section 108.3; delete this section in its entirety:**

~~108.3 Permit valuations.~~ ~~The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the fire code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the fire code official. The fire code official shall have the authority to adjust the final valuation for permit fees.~~

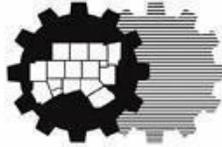
(Reason: Different jurisdictions establish permit fee requirements in different ways, and the majority in this region do not utilize this methodology for establishing Fire Code-required permit fees, as well as have already established and adopted applicable permit fee requirements.)

****Section 202; amend and add definitions to read as follows:**

*****AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: To clarify the range of uses included in the definition. [Explanatory note related to Ambulatory Care Facilities: This group of uses includes medical or dental offices where persons are put under for dental surgery or other services. Section 903.2.2.1 will now require such uses to be sprinklered if on other than the floor of exit discharge or if four or more persons are put



North Central Texas
Council of Governments

under on the level of exit discharge. Recommend (1.) jurisdictions document any pre-existing non-conforming conditions prior to issuing a new C of O for a change of tenant and, (2.) On any medical or dental office specify on C of O the maximum number of persons permitted to be put under general anesthesia. It is recommended that before a Certificate of Occupancy is issued, a letter of intended use from the business owner shall be included and a C of O documenting the maximum number of care recipient's incapable of self-preservation allowed.)

*****ASSISTED LIVING FACILITIES.** A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

(Reason: The code references Assisted Living facilities and definition was deleted.)

*****CARBON MONOXIDE SOURCE.** ~~A piece of commonly used equipment or permanently installed appliance, fireplace or process that produces or emits carbon monoxide gas. A combustion process that has the potential to produce carbon monoxide as a product of combustion under normal or abnormal conditions.~~ Carbon monoxide sources include, but are not limited to solid-, liquid-, or gas-fueled appliances, equipment, devices, or systems, such as fireplaces, furnaces, heaters, boilers, cooking equipment, and vehicles with internal combustion engines.

(Reason: Updated to match the approved changes in the 2027 IFC to provide clarity for enforcement.)

*****CARBON MONOXIDE SOURCE, DIRECT.** A permanently installed carbon monoxide source that is located in an interior space.

(Reason: Updated to match the approved changes in the 2027 IFC to provide clarity for enforcement.)

***** CARBON MONOXIDE SOURCE, INDIRECT.** A carbon monoxide source connected to an interior space by a forced air supply duct.

(Reason: Updated to match the approved changes in the 2027 IFC to provide clarity for enforcement.)

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

(Reason: Clearly defines options to the fire department for providing a fire watch.)



****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, ~~or~~ *detonation*, and/or activated by ignition with a match or other heat-producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remaining of text unchanged}*

(Reason: Increased safety from fireworks-related injuries.)

****Option A**

HIGH-PILED COMBUSTIBLE STORAGE: *add a second paragraph to read as follows:*

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

****Option B**

HIGH-PILED COMBUSTIBLE STORAGE: *add a second paragraph to read as follows:*

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed for Class IV commodities, to the maximum pile height.

(Reason: To protect worst-case scenarios in flexible or unknown situations.)

****Option A**

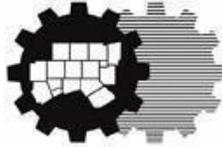
HIGH-RISE BUILDING. {No Change Required}

*****Option B**

HIGH-RISE BUILDING. A building with an occupied floor or occupied roof located more than ~~75~~ 55 feet (~~22 860~~ 16 764 mm) above the lowest level of fire department vehicle access.

(Reason: Allows for additional construction safety features to be provided, based on firefighting response capabilities.)

****REPAIR GARAGE.** A building, structure, or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections,



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windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with the definition in the IBC.)

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used to rent or lease individual storage spaces to customers to store and remove personal property on a self-service basis.

(Reason: To provide a definition that does not exist in the code.)

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

(Reason: To provide a definition that does not exist in the code for fire watch accommodations as required by the jurisdiction.)

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(Reason: This is referenced in several places, but the wording of “upgraded or replaced” is somewhat ambiguous and open to interpretation. Defining it here allows for consistent application across the region.)

******Section 203.2.3; add a sentence to read as follows:***

203.2.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

(Reason: To clarify that egress and accessibility requirements are applicable for assembly areas, i.e. cafeteria, auditoriums, etc.)



*****Section 304.1.1; change to read as follows:**

304.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction. Refer to Appendix O for further information.

(Reason: To provide reference to the appendix which provides additional requirements and guidelines. Note: this appendix must be adopted via ordinance)

****307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

(Reason: To further protect adjacent property owners/occupants from open burning and/or smoke emissions from open burning.)

****Section 307.2; change to read as follows:**

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

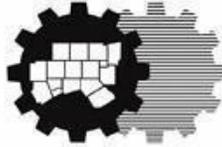
Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

(Reason: Amendments to 307.2, 307.3, 307.4, 307.4.3, and 307.5 better explain current requirements and recognize that jurisdictions have locally established policies that best fit their environments.)

*****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. When open burning creates or adds to a hazardous or objectionable situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order ~~the extinguishment of the open burning operation.~~ The fire code



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official is authorized to order the extinguishment of the open burning operation by the permit holder, another responsible party, or the fire department.

(Reason: Provides direction as to responsible parties relative to extinguishment of the subject open burning.)

****Section 307.4 and 307.4.1; change to read as follows:**

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15-240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15-240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread to within the required setback ~~50 feet (15 240 mm)~~ of a structure shall be eliminated prior to ignition.

(Reason: To increase the separation distance thereby increasing the safety of adjacent properties, as per applicable TCEQ rules and regulations regarding outdoor burning. Bonfires were added to this requirement to allow the AHJ the ability to match the increased setback utilized for open burning as necessary. The size of the bonfire will help to determine needed setback, fire equipment, and apparatus as per permit requirements.)

****Section 307.4.3, Exceptions; add exception #2 to read as follows:**

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system.

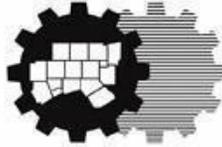
(Reason: To reflect similar allowances for open-flame cooking in these same locations.)

****Section 307.4.4 and 307.4.5; add sections to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.



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(Reason: To provide a greater level of safety for this potentially hazardous fire exposure condition. Decrease in separation distance allowed for outdoor firepits due to the permanent nature of construction having substantial securement.)

*****Section 307.5; change to read as follows:**

307.5 Attendance. *Open burning, trench burns, bonfires, recreational fires, and use of portable or permanent outdoor fireplaces or firepits shall be constantly attended until the... {Remainder of section unchanged}*

(Reason: Adds attendance for trench burns and outdoor fireplaces and firepits based on previous amendment provision for such to be all-inclusive.)

****Section 308.1.6, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section 308.4 or 308.1.3.

(Reason: Additional section applies to this exception.)

****Section 308.1.7; change to read as follows:**

308.1.7 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

(Reason: Eliminates the potential fire hazard presented by utilization of such devices and the potential accidental release of such devices.)

*****Section 308.1.9; change to read as follows:**

308.1.9 Aisles and exits.

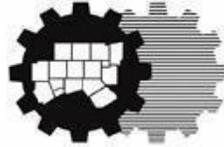
Candles or open flames shall be prohibited in areas where occupants stand, or in an *aisle* or *exit*.

(Reason: To limit open flames in addition to candles within areas where occupants stand or in aisles or exit to limit the fire hazards associated with the use of open flames in such areas.)

*****Section 308.1.11; add a section to read as follows**

308.1.11 Open-flame Cooking Devices. Open flame cooking devices shall comply with Section 4104.

(Reason: To provide reference to the code section that has additional requirements for open flame cooking devices.)



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****Section 311.5; change to read as follows:**

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 115 of this code relating to structural or interior hazards, shall be marked as required by Section 311.5.1 through 311.5.5.

(Reason: There may be situations where placarding is not desired or necessary; also clarifies intent that it is not the fire code official's responsibility to provide the placard.)

*****Section 314.4; change to read as follows:**

314.4 Vehicles. Electric, liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or ignition batteries are disconnected except where the *fire code official* requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed any of the following:
 - 2.1. Class I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
 - 2.2. LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
 - 2.3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m³), whichever is less.
 - 2.4. Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m³), whichever is less.
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
5. Electric vehicles shall not be charged inside buildings or other structures, other than where approved in parking garages, or unless otherwise approved by the fire code official.

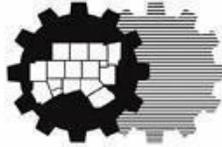
(Reason: To add safeguards for electric vehicles when on display indoors.)

*****Section 323; add new sections to read as follows:**

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings and/or structures, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located at grade level along the exterior



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perimeter walls and shall be within 150 feet of fire apparatus access roadway, or shall be located on the top level of the garage with no roof or structure above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location.

The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.

323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: “EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT.” Signs shall be placed in an approved location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

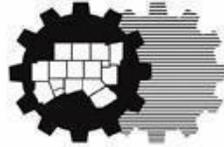
323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building or structure, unless otherwise approved by the Fire Code Official.

(Reason: Electric vehicle fire events have shown to be very difficult to control and extinguish, especially those powered by Li-Ion batteries, and charging can be a potential contributor to these fires. As a result, such vehicles should be charged outside or in approved locations. In addition, the added emergency disconnect is similar to that of fuel station fueling operations to ensure a readily accessible emergency power disconnect in case of emergency at the charging unit. The above sections are not retroactive to existing buildings having previously approved charging stations.)

******Section 404.2.2; add Number 4.10. to read as follows:***

4.10. Fire Protection system controls.

(Reason: This information could be of great help to such plans to facilitate locating sprinkler



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valves to minimize water damage, for instance.)

****Section 405.5; change to read as follows:**

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

(Reason: This change clarifies who may require a fire or evacuation drill, and also allows for consideration/protection of students/occupants who may be severely negatively impacted by the nature of a fire alarm notification during a practice drill.)

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection are required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

(Reason: Reflects current practice in the region relative to ensuring fire department and EMS access during construction, which can be a time of increased frequency for emergency incidents.)

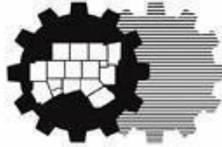
****Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 10 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

(Reason: Recognizes that the hose lay provision can only be measured along a pathway that is wide enough for fire fighter access.)

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm)~~ 24 feet (7315 mm), exclusive of shoulders, except for approved security gates



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in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are intended to standardize the dimensions for this region. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus side-by-side during a fire or EMS emergency.)

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The fire code official shall have the authority to require ~~or permit modifications to the required~~ an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are intended to standardize the dimensions for this region. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus side-by-side during a fire or EMS emergency.)

****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(Reason: To address the current size of fire trucks in use – figure derived from DOT requirements for waiver of vehicle exceeding such weight and from current maximum weights of fire trucks being purchased by jurisdictions in the region.)

****Section 503.3; change to read as follows:**

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.



(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(Reason: Establishes a standard method of marking and reflects regional long-standing practices.)

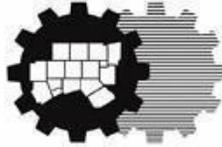
****Section 503.4; change to read as follows:**

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(Reason: As originally worded, the section implied that vehicles could be parked in the marked fire lane and not be in violation if the minimum width is still maintained. Current accepted enforcement practice is to require the entire marked fire lane to be maintained clear and unobstructed.)

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure.



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Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained. (Committee recommends removal)

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties improving legibility of these signs which are critical to emergency response in a timelier manner.)

*****Section 507.4; change to read as follows:**

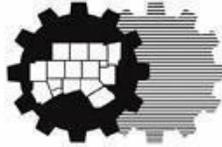
507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per Section 903.3.5 and the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Exception: This exception is only applicable to the NFPA 291 fire hydrant flow test above. Water supply test information may be provided by the water authority via hydraulic water model where approved by the fire code official. The water model report shall include the exact location of the water model node on the city’s water supply piping, elevation, water supply fluctuation information, and all other pertinent water supply test information for fire protection design, as applicable.

(Reason: Clarifies intent of the test to ensure contractor accounts for water supply fluctuations, as required.)

****Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept



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near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

(Reason: Additional guidance based on legacy language to ensure these critical devices are available in an emergency incident.)

****Section 509.1.2; add to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

(Reason: Provides direction as to appropriate sign criteria to develop local and regional consistency in this regard.)

*****Section 510.6.1: add paragraph to read as follows:**

The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES' BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, and FCC license number, and inspector's name, as well as the date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.

(Reason: There is no current state licensing or tagging requirements for these important communications systems that are critical to life and firefighter safety.)

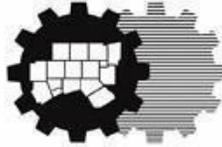
*****Section 604.7; change to read as follows:**

Section 604.7 Storage. Storage is prohibited in elevator cars or elevator machine rooms. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Exceptions remain unchanged

(Reason: To add signage requirements to aid in limiting storage within elevator machine rooms.)

****Section 605.4 through 605.4.2.2; change to read as follows:**



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605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.1~~2~~ through 605.4.2.8~~9~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142, UL 142A or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids, and the secondary containment shall be monitored visually or automatically.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142, UL 142A or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

(Reason: Issues addressed by Chapter 57, such as venting to outside of buildings, remote fill to outside of building, overfill protection, physical protection, etc., are not included in Section 605.4, so compliance with Chapter 57 is also required. The Board removed the applicability to heating systems only from the charging statement based on this more prudent method of diesel storage for generators, boilers, fire pumps and other fuel-fired equipment inside buildings without requiring Group H occupancy classification – this is established practice in the region



as well.)

****Section 807.5.2.2; change to read as follows:**

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

****Section 807.5.2.3; change to read as follows:**

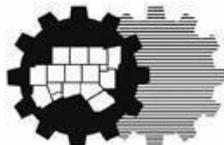
807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change provides additional guidance relative to fire resistance requirements in these areas.)

****Section 901.6.1.1; add to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the



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outlet. Verify that check valves function properly and that there are no closed control valves on the system.

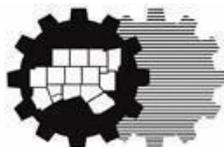
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

(Reason: Increases the reliability of the fire protection system and re-emphasizes the requirements of NFPA 25 relative to standpipe systems, as well as ensuring that FDC connections are similarly tested/maintained to ensure operation in an emergency incident.)

****Section 901.6.4; add to read as follows:**

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(Reason: Places the responsibility on the business or property owner to maintain their fire alarm



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systems in approved condition. Allows the enforcement of “prohibition of false alarms”. Replaces text lost from the legacy codes that helps to ensure the maintenance of life safety systems.)

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remainder of section unchanged}}

(Reason: Gives fire code official more discretion with regards to enforcement of facilities experiencing nuisance alarm or fire protection system activations necessitating correction/repair/replacement. The intent of the amendment is to allow local jurisdictions to enforce fire watches, etc., where needed to ensure safety of occupants where fire protection systems are experiencing multiple nuisance activations.)

****Section 903.1.1; change to read as follows:**

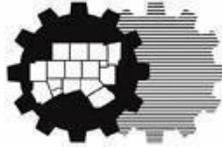
903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as~~ approved by the *fire code official*.

(Reason: Such alternative systems do not provide the reliability of automatic sprinkler protection. Most gaseous type systems are highly susceptible to open doors, ceiling or floor tile removal, etc. However, an applicant could pursue an Alternate Method request to help mitigate the reliability issues with these alternative systems with the fire code official if so desired, or there may be circumstances in which the fire code official is acceptable to allowing an alternate system in lieu of sprinklers, such as kitchen hoods or paint booths.)

****Section 903.2; add paragraph to read as follows and delete the Exception:**

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic



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~~smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1 hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2 hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.~~

(Reason: To ensure firefighter and public safety. This amendment eliminates the shunt trip requirement of International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the exceptions to Section 403.3 and Section 3005.4, such that passive fire barriers for these areas are maintained. (The exception deletion is due to the fact that such areas pose an undue fire risk to the structural integrity of the building.)

*****Section 903.2.2.1; change exception to read as follows:**

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

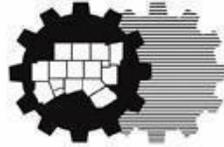
Exception: Unless otherwise required by this code, floors classified as an open parking garage are not required to be sprinklered.

(Reason: To ensure that parking garages that are otherwise required to have automatic fire sprinkler protection are not unintendedly exempt by this exception.)

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small distillery type operations without sprinkler requirements as has been historically allowed.)



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*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

(Reason: To establish a sprinkler criteria limit based on existing maximum allowable quantities provided for flammable liquids in a non-sprinklered space from Chapter 50 and allow very small storage operations without sprinkler requirements as has been historically allowed.)

****Section 903.2.9.4; delete Exception:**

903.2.9.4 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

~~**Exception:** Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.~~

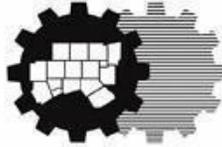
(Reason: Fire departments are unable to regularly inspect the interior of these commercial occupancies and are unaware of the contents being stored.)

*****Section 903.2.9.5; add to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.

(Reason: Fire departments are unable to regularly inspect the interior of these commercial occupancies and are unaware of the contents being stored. The physical obstruction specification is to ensure maximum storage heights are not exceeded in these self-storage occupancies where enforcement of such has shown to be historically problematic for fire code officials and building managers.)

****Option A**



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Section 903.2.11; change 903.2.11.3 and add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.3 Buildings 55 Feet or more in Height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1511 of the *International Building Code*, located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

1. ~~Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

*****Option B**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1511 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

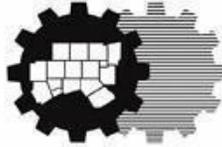
1. ~~Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages complying with 903.2.10



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(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

*****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

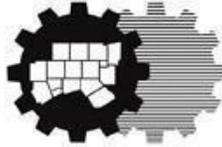
1. A room or space where sprinklers constitute a serious life or fire hazard because of the nature of the contents, where approved by the fire code official.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- ~~3. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
4. Fire service access-Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
- ~~5. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.~~

(Reason: Gives more direction to code official. Exception 3 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

*****Section 903.3.1.1.4; add the following Section:**

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.

(Reason: This provision is limited to Type V construction due to the unique need discharge water on to light weight wood construction members for rapid fire control. This requirement for dry system trip tests to guarantee water delivery times across all system sizes. Faster water delivery improves fire control capabilities by supplying water before the growing fire size overwhelms the fire sprinklers. The water delivery time test aids in identifying any delays in water reaching the



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fire in dry pipe systems, detecting any blockages in the pipe network, and ensuring the dry pipe valve is in good condition.)

****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies ~~in the means of egress.~~ Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~

1. ~~Corridors with combustible floor or walls.~~
2. ~~Corridors with an interior change of direction exceeding 45 degrees (0.79 rad).~~
3. ~~Corridors that are less than 50 percent open to the outside atmosphere at the ends.~~
4. ~~Open ended corridors and associated exterior stairways and ramps as specified in Section 1027.6, Exception 3.~~
5. ~~Egress balconies not complying with Sections 1021.2 and 1021.3.~~

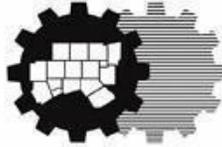
(Reason: Corridor protection is critical to the means of egress, and corridors are regularly utilized for miscellaneous storage, fixtures, artwork, food kiosks and beverage dispensers, and furnishings. Balcony protection is required due to issues with fire exposure via soffit vents and the potential for significant combustible loading.)

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires



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resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

*****Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

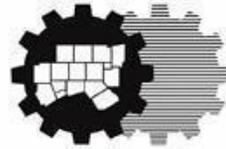
903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect unheated attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.)



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****Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor for the region.)

*****Section 903.3.9; change to read as follows:**

903.3.9 High-rise Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below: ~~in high-rise buildings~~

1. In High Rise Buildings, floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.
2. In all other buildings, floor control assemblies shall be located as approved by the fire code official.

(Reason: Intent is to allow the ability to drain each floor's sprinkler system without draining the entire system, as well as to isolate each floor in the event of an impairment, such that only one floor is impaired at a time.)

*****Section 903.4.1; add a second paragraph after the Exceptions to read as follows:**

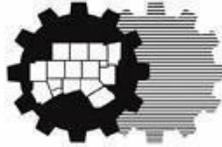
Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses, reduce false alarms, and eliminate undetected tampering of water supplies. Consistent with amendment to IFC 905.9.)

****Section 903.4.3; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

(Reason: Fire department connections are not always located at the riser; this allows the fire department faster access and ease of recognition of the FDC location, especially at night.)



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*****Section 905.3.8; add to read as follows:**

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I standpipes shall be provided.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire in larger structures.)

*****Section 905.4; change Item 5, and add Item 7 to read as follows:**

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(Reason: Item 5 reduces the amount of pressure required to facilitate the required testing of NFPA 14 and 25, and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

****Section 905.8; change to read as follows:**

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm. NFPA 14 requires supervisory air for such, but does not provide pressure criteria for what that means.)

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.



(Reason: To avoid significant water losses. Consistent with amendment to IFC 903.4.1)

****Section 906.1(1); delete Exception 3 as follows:**

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~

~~3.2. Each vehicle shall be equipped with a 10 pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.~~

~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~

~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~

~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

(Reason: This provision of only having vehicle-mounted fire extinguishers is not at all consistent with the practice of requiring extinguishers throughout based on travel distance. Often times, the vehicle is what has caused the incident and/or may be the source of the incident, so having the extinguisher vehicle-mounted results in greater potential injury of the user. This assumes the only occupants in the building are on a vehicle, which again, significantly reduces access to fire extinguishers throughout the building to other occupants. Future use of the building/tenancy may change further complicating the issue.)

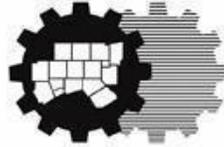
*****Section 907.1.4; add to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

(Reason: Provides for the ability of descriptive identification of alarms.)

*****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is of~~ 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be



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provided with a fire alarm system as required for the Group E occupancy.

Exceptions: {No change.}

(Reason: Increases the requirement to be consistent with Group B requirement.)

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

*****Section 907.2.10.1; change to read as follows:**

907.2.10.1 Public- and Self-Storage Occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

(Reason: Because of the potential unknown fire load and hazards in self-storage type facilities, which could include flammable liquids for instance, as well as other hazardous materials, prompt evacuation in the event of fire alarm is needed; therefore, notification in the corridors/common areas is critical to all such occupancies, regardless of height.)

****Section 907.2.13, Exception #3; change to read as follows:**



3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)

****Section 907.4.2.7; add to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

(Reason: Helps to reduce false alarms.)

****Section 907.6.1.1; add to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

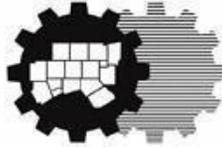
(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

****Section 907.6.3; delete all four Exceptions.**

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions:

- ~~1. Fire alarm systems in single-story buildings less than 22,500 square feet (2090 m²) in area.~~
- ~~2. Fire alarm systems that only include manual fire alarm boxes, waterflow initiating devices and not more than 10 additional alarm initiating devices.~~
- ~~3. Special initiating devices that do not support individual device identification.~~



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4. ~~Fire alarm systems or devices that are replacing existing equipment.~~

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems.)

****Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems.)

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

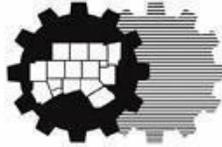
Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish. This is based on legacy language establishing long-standing historical practice.)

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the



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exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

****Section 912.2.3; add to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

(Reason: To accommodate limited hose lengths, improve response times where the FDC is needed to achieve fire control, and improve ease of locating a fire hydrant in those situations also. Also, consistent with NFPA 14 criteria.)

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

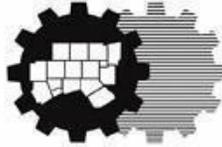
Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(Reason: This requirement allows firefighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than ~~420~~ 120 feet (~~128~~ 36.6 m) in building height, ~~and buildings of Type IVA and IVB construction that are more than 120 feet (36.6 m) in building height,~~ required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}



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(Reason: The 2009 edition of the IFC added this requirement based on a need for redundancy of the water supply similar to the redundancy of the power supply to the fire pumps required for such tall buildings, partially due to the fact that these buildings are rarely fully evacuated in a fire event. More commonly, the alarm activates on the floor of the event, the floor above and the floor below. Back-up power to the fire pump becomes critical for this reason. Certainly, the power is pointless if the water supply is impaired for any reason, so a similar requirement is provided here for redundant water supplies. The 2015 edition changes the requirement to only apply to very tall buildings over 420 ft. This amendment modifies/lowers the requirement to 120 ft., based on this same height requirement for fire service access elevators. Again, the language from the 2009 and 2012 editions of the code applied to any high-rise building. This compromise at 120 ft. is based on the above technical justification of defend-in-place scenarios in fire incidents in such tall structures.)

*****Section 915; delete and replace to read as follows:**

~~**915.1 General.** Carbon monoxide (CO) detection shall be installed in new buildings in accordance with Section 915.1.1. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9.~~

~~**Exception:** Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied.~~

~~**915.1.1 Where required.** Carbon monoxide detection shall be installed in the locations specified in Section 915.2 where any of the following conditions exist.~~

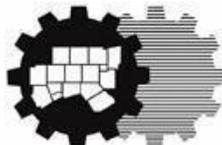
- ~~1. In buildings that contain a CO source.~~
- ~~2. In buildings that contain or are supplied by a CO-producing forced-air furnace.~~
- ~~3. In buildings with attached private garages.~~
- ~~4. In buildings that have a CO-producing vehicle that is used within the building.~~

~~**915.2 Locations.** Carbon monoxide detection shall be installed in the locations specified in Sections 915.2.1 through 915.2.3.~~

~~**915.2.1 Dwelling units.** Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a CO source is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.~~

~~**915.2.2 Sleeping units.** Carbon monoxide detection shall be installed in sleeping units.~~

~~**Exception:** Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a CO source and is not served by a CO-producing forced-air furnace.~~



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915.2.3 Group E occupancies. ~~A carbon monoxide system that uses carbon monoxide detectors shall be installed in Group E occupancies. Alarm signals from carbon monoxide detectors shall be automatically transmitted to an on-site location that is staffed by school personnel.~~

Exception: ~~Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on-site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.~~

915.2.4 CO-producing forced-air furnace. ~~Carbon monoxide detection complying with Item 2 of Section 915.1.1 shall be installed in all enclosed rooms and spaces served by a fuel-burning, forced-air furnace.~~

Exceptions:

- ~~1. Where a carbon monoxide detector is provided in the first room or space served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.~~
- ~~2. Dwelling units that comply with Section 915.2.1.~~

915.2.5 Private garages. ~~Carbon monoxide detection complying with Item 3 of Section 915.1.1 shall be installed within enclosed occupiable rooms or spaces that are contiguous to the attached private garage.~~

Exceptions:

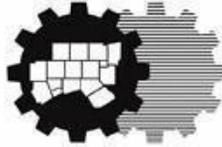
- ~~1. In buildings without communicating openings between the private garage and the building.~~
- ~~2. In rooms or spaces located more than one story above or below a private garage.~~
- ~~3. Where the private garage connects to the building through an open-ended corridor.~~
- ~~4. An open parking garage complying with Section 406.5 of the International Building Code or an enclosed parking garage complying with Section 406.6 of the International Building Code shall not be considered a private garage.~~
- ~~5. Dwelling units that comply with Section 915.2.1.~~

915.2.6 All other occupancies. ~~For locations other than those specified in Sections 915.2.1 through 915.2.5, carbon monoxide detectors shall be installed on the ceiling of enclosed rooms or spaces containing CO-producing devices or served by a CO source forced-air furnace.~~

Exception: ~~Where environmental conditions prohibit the installation of carbon monoxide detector in an enclosed room or space, carbon monoxide detectors shall be installed in an approved enclosed location contiguous with the room or space that contains a CO source.~~

915.3 Carbon monoxide detection. ~~Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5.~~

915.3.1 Alarm limitations. ~~Carbon monoxide alarms shall only be installed in dwelling units and in sleeping units. They shall not be installed in locations where the code requires carbon monoxide detectors to be used.~~



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915.3.2 Fire alarm system required. ~~New buildings that are required by Section 907.2 to have a fire alarm system and by Section 915.2 to have carbon monoxide detectors shall be connected to the fire alarm system in accordance with NFPA 72.~~

915.3.3 Fire alarm systems not required. ~~In new buildings that are not required by Section 907.2 to have a fire alarm system, carbon monoxide detection shall be provided by one of the following:~~

- ~~1. Carbon monoxide detectors connected to an approved carbon monoxide detection system in accordance with NFPA 72.~~
- ~~2. Carbon monoxide detectors connected to an approved combination system in accordance with NFPA 72.~~
- ~~3. Carbon monoxide detectors connected to an approved fire alarm system in accordance with NFPA 72.~~
- ~~4. Where approved by the fire code official, carbon monoxide alarms maintained in accordance with the manufacturer's instructions.~~

915.3.4 Installation. ~~Carbon monoxide detection shall be installed in accordance with NFPA 72 and the manufacturer's instructions.~~

915.4 Carbon monoxide alarms. ~~Carbon monoxide alarms shall comply with Sections 915.4.1 through 915.4.4.~~

915.4.1 Power source. ~~Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.~~

Exception: ~~Where installed in buildings without commercial power, battery powered carbon monoxide alarms shall be an acceptable alternative.~~

915.4.2 Listings. ~~Carbon monoxide alarms shall be listed in accordance with UL 2034.~~

915.4.3 Combination alarms. ~~Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 217 and UL 2034.~~

915.4.4 Interconnection. ~~Where more than one carbon monoxide alarm is required to be installed, carbon monoxide alarms shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms. Physical interconnection of carbon monoxide alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.~~

915.5 Carbon monoxide detection systems. ~~Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with Sections 915.5.1 through 915.5.3.~~



915.5.1 General. ~~Carbon monoxide detectors shall be listed in accordance with UL 2075.~~

915.5.2 Locations. ~~Carbon monoxide detectors shall be installed in the locations specified in Section 915.2. These locations supersede the locations specified in NFPA 72.~~

915.5.3 Combination detectors. ~~Combination carbon monoxide/smoke detectors shall be an acceptable alternative to carbon monoxide detectors, provided that they are listed in accordance with UL 268 and UL 2075.~~

915.5.4 Occupant notification. ~~Activation of a carbon monoxide detector shall annunciate at the control unit and shall initiate audible and visible alarm notification throughout the building.~~

~~**Exception:** Occupant notification is permitted to be limited to the area where the carbon monoxide alarm signal originated and other signaling zones in accordance with the fire safety plan, provided that the alarm signal from an activated carbon monoxide detector is automatically transmitted to an approved on-site location or off-premises location.~~

915.5.5 Duct detection. ~~Carbon monoxide detectors placed in environmental air ducts or plenums shall not be used as a substitute for the required protection in Section 915.~~

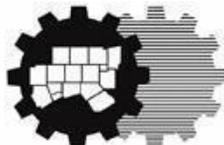
915.6 Maintenance. ~~Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.~~

915.6.1 Enclosed parking garages. ~~Carbon monoxide and nitrogen dioxide detectors installed in enclosed parking garages in accordance with Section 404.1 of the International Mechanical Code shall be maintained in accordance with the manufacturer's instructions and their listing. Detectors that become inoperable or begin producing end-of-life signals shall be replaced.~~

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3.



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Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.
2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

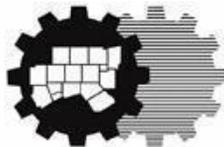
915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.
2. Detection only in the first space served by the main duct leaving the forced-indirect carbon monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.
2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.



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915.2.4.2 Forced-indirect carbon monoxide sources. Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through 915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.
2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired power source, carbon monoxide alarms shall be battery powered.

Exception: For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.



915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

1. An audible and visible alarm notification throughout the building and at the control unit.
2. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.
3. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

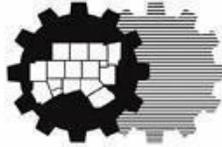
For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

(Reason: The final version of the 2024 edition text for Section 915 that was approved fell short of clearly conveying requirements. Furthermore, the adopted code text seems to require a level of protection for some occupancies that is excessive and for other occupancies insufficient. This wording matches the approved changes in the 2027 IFC)

*****Section 1006.2.1; change Exception #3 to read as follows:***

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The



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cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

(Reason: Add “rooftop” to Exception No. 3 to clarify that only such mechanical rooms located on the roof may be exempted.)

****Section 1103.5.3; add sentence to read as follows:**

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

(Reason: Regional consistency of this retroactive requirement to allow business owners adequate time to budget to accommodate the cost of the fire sprinkler system.)

****Section 1103.5.6; add to read as follows:**

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(Reason: Consistent with amendment to IFC 2404, and long-standing regional requirement to protect this hazardous operation.)

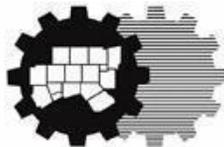
****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

(Reason: To assist responding personnel in locating the emergency event and provide clarity as to percentages of work that results in a requirement to upgrade the entire fire alarm system.)



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***** Section 1103.9; delete and change to read as follows:**

~~1103.9 Carbon monoxide detection.~~ ~~Carbon monoxide detection shall be installed in existing buildings where any of the conditions identified in Section 915.1.1 exist. Carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Section 915.4.~~

~~Exceptions:~~

- ~~1. Carbon monoxide alarms are permitted to be solely battery operated where the code that was in effect at the time of construction did not require carbon monoxide detectors to be provided.~~
- ~~2. Carbon monoxide alarms are permitted to be solely battery operated in dwelling units that are not served from a commercial power source.~~
- ~~3. A carbon monoxide detection system in accordance with Section 915.5 shall be an acceptable alternative to carbon monoxide alarms.~~

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 915.

(Reason: The final version of the 2024 edition text for Section 1103.9 that was approved fell short of clearly conveying requirements. Furthermore, the adopted code text seems to require a level of protection for some occupancies that is excessive and for other occupancies insufficient. This wording matches the approved changes in the 2027 IFC)

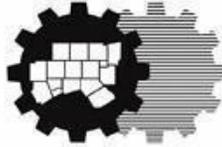
*****Section 1201.4; add to read as follows:**

1201.4 Electrical Shutdown. Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an *approved* location. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.

(Reason: To provide a secure electrical disconnect located where Fire responders are able to shut down power to these systems in an emergency)

*****Section 1207.2; add to read as follows:**

1207.2 Commissioning, decommissioning, operation and maintenance. Commissioning, decommissioning, operation and maintenance shall be conducted in accordance with this section. In addition to the ordinary inspection and test requirements that buildings, structures and parts thereof are required to undergo, Energy Storage Systems subject to the provisions of Section 1207 shall undergo special inspections and tests sufficient to verify the proper commissioning of the Energy Storage System in its final installed condition. The design submission accompanying the construction documents shall clearly detail procedures and methods to be used and the items



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subject to such inspections and tests. Such commissioning shall be in accordance with generally accepted engineering practice and, where possible, based on published standards for the particular testing involved. The special inspections and tests required by this section shall be conducted under the same terms as in Chapter 17 of the International Building Code.

(Reason: Installation of these systems require specialized knowledge to ensure they are installed and function to code. These systems integrate multiple disciplines including, electrical, mechanical, and fire protection systems.)

****Section 2304.1; change to read as follows:**

2304.1 Supervision of Dispensing. ~~The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(Reason: Allows a facility to apply the attended and unattended requirements of the code when both are potentially applicable.)

****Section 2401.2; delete this section in its entirety.**

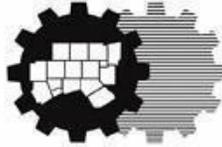
~~**Section 2401.2 Nonapplicability.** This chapter shall not apply to spray finishing utilizing flammable or combustible liquids that do not sustain combustion, including:~~

- ~~1. Liquids that do not have a fire point when tested in accordance with ASTM D92.~~
- ~~2. Liquids with a flashpoint greater than 95°F (35°C) in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.~~

(Reason: This section eliminates such booths from all compliance with Chapter 24 including, but not limited to: size, ventilation, fire protection, construction, etc. If the product utilized is changed to a more flammable substance, the lack of compliance with Chapter 24 could result in significant fire or deflagration and subsequent life safety hazard.)

****Section 3307.1; change to read as follows:**

Section 3307.1 Required access. Approved vehicle access for firefighting and emergency



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response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within ~~100~~ 50 feet (30-480 ~~15 240~~ mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

(Reason: Improves access to the FDC where required, as well as coordinates with the timing of installation amendment from Section 501.4.)

*****Section 3307.1.2; change to read as follows:**

3307.1.2 Stairways required. Where building construction exceeds 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring. Whenever the stairways are not visible to approaching fire apparatus, the stairways locations shall be indicated by an approved sign.

(Reason: Improves access to the stairways where required.)

*****Section 3307.5.3; add section to read as follows:**

3307.5.3 Standpipe Signage. Whenever the standpipes are not visible to approaching fire apparatus, locations shall be indicated by an approved sign.

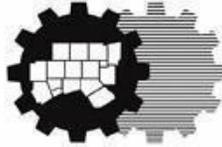
(Reason: Improves access to the standpipes where required.)

*****Section 4104.2; change to read as follows:**

4104.2 Open-flame Cooking Devices. Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an



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aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

3. LP-gas cooking devices having LP-gas containers with a water capacity not greater than 2-1/2 pounds [nominal 1-pound (0.454 kg) LP-gas capacity].

(Reason: Decrease fire risk in multi-family dwellings and minimize ignition sources and clarify allowable limits for 1 & 2 family dwellings, and allow an expansion for sprinklered multi-family uses. This amendment adds clarification and defines the container size allowed for residences.)

****Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. ~~2.~~ The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

(Reason: Restricts fireworks to approved displays only, which is consistent with regional practice. Such is intended to help protect property owners and individuals from unintentional fireworks fires within the jurisdiction, as well as to help protect individuals from fireworks injuries. It is noted that there has been a change in the State Law to allow possession of unopened fireworks in certain areas of the vehicle, and it is highly recommended that AHJ's familiarize themselves with the applicable State Laws in this regard.)

****Section 5703.6; add sentence to end of paragraph to read as follows:**

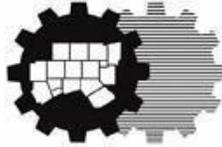
An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications. Coordinates with TCEQ requirements.)

****Section 5704.2.11.4; change to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and 5704.2.11.4.2 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation



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difficulty in underground applications. Coordinates with TCEQ requirements.)

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

(Reason: Reference to IFC Section 5704.2.11.4.3 amendment.)

****Section 5704.2.11.4.3; add to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

(Reason: Provides an economical means of checking potential leaks at each tank site. This is long-standing regional practice.)

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

(Reason: The general public does not expect a hazardous operation to be occurring in a typical parking lot or for a fuel truck to be traversing such parking lot, temporarily fueling a vehicle, and moving on to the next area in the parking lot to fuel the next vehicle. Vehicular accidents occur in parking lots on a regular basis, but the presence of a fuel truck, especially one in the process of fueling a vehicle with gasoline, greatly adds to the potential risk involved in such accidents. By restricting such operations to the occupancies in question, the employees of the business may be adequately notified to expect such operations to occur in the parking lot.)

****{Appendix B Fire-Flow Requirements for Buildings amendments}**

****Table B105.2; change footnote a. to read as follows:**



a. The reduced fire-flow shall be not less than ~~1,000~~ 1,500 gallons per minute.

(Reason: The minimum fire-flow of 1,500 gpm for other than one- and two- family dwellings has existed since the 2000 edition of the IFC, as well as the Uniform Fire Code before that. Little to no technical justification was provided for the proposed code change at the code hearings. The board believes that the already-allowed 75 percent reduction in required fire-flow for the provision of sprinkler protection is already a significant trade-off. The minimum 1,500 gpm is not believed to be overly stringent for the vast majority of public water works systems in this region, especially since it has existed as the requirement for so many years. Further, the continued progression of trading off more and more requirements in the codes for the provision of sprinkler protection has made these systems extremely operation-critical to the safety of the occupants and properties in question. In other words, should the sprinkler system fail for any reason, the fire-flow requirements drastically increase from that anticipated with a sprinkler-controlled fire scenario.)

****{Appendix D Fire Apparatus Access Roads amendments}**

****Section D102.1; change to read as follows:**

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34,050~~ 38,556 kg).

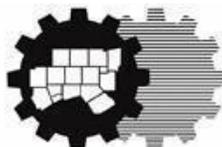
(Reason: To address the current size of fire trucks in use – figure derived from DOT requirements for waiver of vehicle exceeding such weight and from current maximum weights of fire trucks being purchased by jurisdictions in North Texas.)

****Section D103.4; change to read as follows:**

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

| LENGT H (feet) | WIDT H (feet) | TURNAROUNDS REQUIRED |
|-------------------------------|------------------------------|-----------------------------|
| 0–150 | 20 <u>24</u> | None required |



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| | | |
|----------|---------------------------|--|
| 151–500 | 20 24 | 120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |
| 501–750 | 26 | 120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |
| Over 750 | Special approval required | |

For SI: 1 foot = 304.8 mm.

(Reason: Reflects current increased apparatus access roadway widths as indicated in the recommended amendment to 503.2.1.)

****Section D103.5; change Item 1 to read as follows:**

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than ~~20~~ 24 feet (~~6096~~ 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

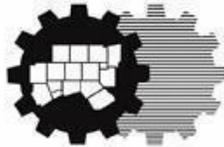
(Reason: Reflects current increased apparatus access roadway widths as indicated in the recommended amendment to 503.2.1.)

****Section D103.6; change to read as follows:**

D103.6 Signs. Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 foot intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.



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Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent “NO PARKING FIRE LANE” signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

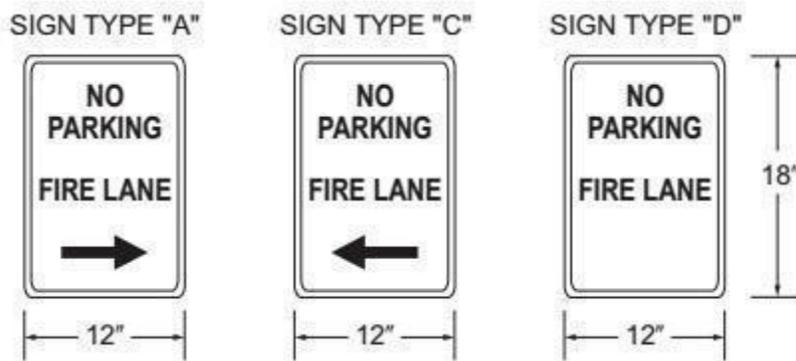


FIGURE D103.6
FIRE LANE SIGNS

(Reason: Reflects current markings for apparatus access roadways as indicated in the recommended amendment to Section 503.3)

****Section D103.6.1 and D103.6.2; delete sections as follows:**

D103.6.1 Roads 20 to 26 feet in width. *Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).*

D103.6.2 Roads more than 26 feet in width. *Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).*

(Reason: Reflects current markings for apparatus access roadways as indicated in the recommended amendment to 503.3 and D103.6, which requires the signage on both sides of the fire apparatus access roads, regardless of width)

****Section D104.3; change to read as follows:**

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

(Reason: To provide some additional flexibility to the fire code official on the location of the two



fire apparatus access roads.)

****Section D105.3; change to read as follows:**

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved by the fire code official.*

(Reason: To provide some additional flexibility to the fire code official on the location of the aerial fire apparatus access roads.)

****Section D106.3; change to read as follows:**

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

(Reason: To provide some additional flexibility to the fire code official on the location of the two fire apparatus access roads.)

****Section D107.2; change to read as follows:**

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

(Reason: To provide some additional flexibility to the fire code official on the location of the two fire apparatus access roads.)

*****{Appendix L FIREFIGHTER AIR REPLENISHMENT SYSTEMS amendments}**

*****Option A**

*****Section L101.1; change to read as follows:**

L101.1 Scope. Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings where any of the following conditions are met:

1. Buildings with an occupied floor or occupied roof located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access.
2. Buildings having 2 or more stories below grade plane.



*****Option B**

*****Section L101.1; change to read as follows:**

L101.1 Scope. Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings where any of the following conditions are met:

1. Buildings having 6 or more stories above grade plane.
2. Buildings having 2 or more stories below grade plane.

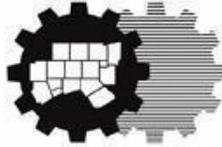
~~The adopting ordinance shall specify building characteristics or special hazards that establish thresholds triggering a requirement for the installation of a FARS. The requirement shall be based on the fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include:~~

- ~~1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained firefighting operations based on a rating of not less than 2 hours.~~
- ~~2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air.~~
- ~~3. Fire department staffing level.~~
- ~~4. Availability of a fire department breathing air replenishment vehicle.~~

(Reason: The adoption of Firefighter Air Replenishment Systems (FARS) for specific new construction is critical to meeting operational demands and ensuring firefighter safety during extended interior fireground operations in complex or high-risk structures. Staffing limitations significantly impact the fire department's ability to transport and distribute self-contained breathing apparatus (SCBA) cylinders efficiently—particularly in buildings with substantial vertical travel distances, whether above or below grade. Installing a FARS mitigates these challenges by enabling rapid and efficient air resupply without the need for additional personnel to conduct time-consuming and labor-intensive cylinder shuttle operations. This amendment aligns fire code requirements with the actual capabilities and operational realities of fire departments.

Jurisdictions should consider expanding the application of FARS to address operational challenges in additional high-risk building types, as identified in IBC Chapter 16. These additional thresholds address the operational limitations associated with delayed SCBA resupply in large, complex, or continuously occupied structures where interior travel distances and sustained operations may exceed firefighter working time. Such requirements should only be applied where a minimum 2-hour fire-resistive construction is provided for the primary structural frame, stairways, and other critical building elements to ensure the survivability of firefighter access routes.

Requiring FARS in buildings that exceed these specific construction thresholds enhances



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firefighter safety, supports effective incident mitigation, and ensures sustained operations during long-duration or complex incidents. This approach ensures that FARS provisions are aligned with both fire department operational needs and the inherent risk profile of the building type.)

*****Section L104.13.1; change to read as follows:**

L104.13.1 Location. Fill stations for refilling breathing air cylinders shall be located as follows:

1. In the primary stair, as designated by the fire code official, a fill station shall be installed on the first level and on every odd-numbered floor thereafter.
 2. In all other stairs, a fill station shall be installed on the second level and on every even-numbered floor thereafter.
- ~~1. Fill stations shall be provided at the fifth floor above and below the ground level floor and every third floor level thereafter.~~
 - ~~2. On floor levels requiring fill stations, one fill station shall be provided adjacent to a required exit stair at a location designated by the fire code official. In buildings required to have three or more exit stairs, additional fill stations shall be provided at a ratio of one fill station for every three stairways.~~

(Reason: The specified locations for firefighter air replenishment system (FARS) fill stations are based on operational efficiency, responder safety, and ease of access during emergency operations. Locating fill stations in both the primary and secondary stairwells at alternating floor intervals ensures consistent and rapid access to breathing air replenishment throughout the building, without creating congestion in any single stairwell.

Jurisdictions considering installation of FARS within large horizontal buildings with a footprint of 500,000 square feet or greater, the FARS connections should be installed at strategic locations, such as no more than 125 feet from corners.)

*****Section L106.1; add paragraph to read as follows:**

The inspecting FARS contractor shall provide annual inspection tag/sticker on the FARS' interior air monitoring panel. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, and certified inspector's name, as well as date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified immediately within a maximum of 24 hours.)

(Reason: There is no current state licensing or tagging requirements for these important



firefighter safety systems.)

END

City of Dripping Springs

Ordinance Title

ORDINANCE No. 2025-040

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE, MEDICAL, AND EXPLOSION HAZARDS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; PROVIDING FOR PENALTIES FOR VIOLATIONS; ADOPTING LOCAL AMENDMENTS; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds that the adoption of the most current International Fire Code (IFC) standards is necessary to facilitate proper inspection activities relating to building standards within the City of Dripping Springs (“City”) and its extraterritorial jurisdiction, and to promote public safety, health, and general welfare; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapters 214 and 216, to protect the public health, safety, and welfare, the 2024 International Fire Code; as the municipal fire code; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 8 of the City’s Code of Ordinances is hereby amended by repealing and replacing Article 8.02 (Fire Code) in its entirety, to read as set forth in Exhibit “A,” which is attached hereto and incorporated for all intents and purposes. Any underlined text shall be added to Article 8.02 and any text that is struck through shall be removed.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective on July 1, 2026, subject to publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ___ day of _____, _____, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

EXHIBIT "A"**Sec. 8.02.001. Adopted.**

The city hereby adopts a certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the ~~2018~~2024 edition of the "ICC International Fire Code." Such document, as may be amended, is hereby adopted as the fire code of the city, and as such shall apply to all residential and commercial construction applications. The city council may establish procedures for the administration and enforcement of the fire code, and may adopt local amendments to the International Fire Code.

Sec. 8.02.002. Amendment of code.

The adoption of the ~~2018~~2024 fire code is hereby amended in its entirety to be superseded by and to read as provided in this article.

Sec. 8.02.003. Adopted codes.

- (a) The following are hereby adopted as the fire code of the city, regulating and governing the safeguarding of life and property from fire, medical, and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor, and providing for penalties for violations, as if fully set out in this article, with the specific additions, insertions, deletions, and changes set forth in this article:
- (1) The ~~2018 International~~2024 Fire Code (the "IFC") and appendices B, C, D, E, F, ~~and G,~~ and O promulgated by the International Code Council, Inc., as amended by deletions, modifications, and amendments provided in this article.
 - (2) For the purpose of determining the types of construction referred to in appendix B of the IFC, the definitions and descriptions of types of construction provided in chapter 6 of the ~~2018 International~~2024 Building Code (the "IBC") are adopted.
 - (3) The provisions of any International Code (e.g. Building, Plumbing, Mechanical, and other such codes) referred to in portions of the IFC hereby adopted (as amended herein) are incorporated in this article as though fully set out herein, and compliance with such provisions of such other International Codes is required to the extent and in the manner that compliance therewith is required or allowed in the IFC.
 - (4) A notice of violation stated in the provision of an International Code adopted by the city is not required to be alleged or proved to prosecute an offense enacted by an ordinance.
- (b) The City of Dripping Springs - Fire Protection Criteria Manual appended hereto and incorporated herein are regulations for the implementation, administration, and enforcement of the fire code and are hereby adopted and ratified.

- (1) The fire chief is authorized from time to time to promulgate additional regulations as amendments, deletions, or additions to the fire protection criteria manual consistent with the fire code as authorized by section 104.1 of the IFC for the purpose of implementation, administration, enforcement, and compliance with the fire code.
- (2) This article and the fire code will, to the extent reasonable, be construed in a manner consistent with the IFC. If there is a conflict between this article and the IFC, this article will prevail.
- (c) As used in this article, the term "fire code" shall refer to this article and the documents referred in subsection (a) of this section.

Sec. 8.02.004. Administration.

- (a) The fire chief of HCESD No. 6, together with such assistants and agents as the fire chief may designate, are authorized to enforce this fire code, to take all actions required or authorized in the fire code, and to conduct all inspections, investigations, review all plans, and accept all applications for a permit or approval authorized or required by the terms of the fire code.
- (b) The fire chief or his designated agent shall maintain monthly activity reports, covering inspection, investigation, review, and enforcement activities conducted by HCESD No. 6. The City of Dripping Springs shall keep an accurate account of all fees, fines, and other funds collected and received pursuant to the fire code, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.
- (c) Approved plans, specifications, and other reports required by the fire code shall be maintained in the central offices of HCESD No. 6 and the [cityCity of Dripping Springs](#) for a period of not less than five years, or as otherwise may be required by other regulations, following the date such document was submitted to HCESD No. 6 or prepared by the district, as applicable.

Sec. 8.02.005. Right of entry.

- (a) Whenever necessary to make an inspection to enforce any of the provisions of the fire code for the prevention of fires and medical emergencies, or whenever the fire chief, or his/her designated agent has reasonable cause to believe that there exists in any building or upon any premises any condition in violation of the fire code, the fire chief, or his/her designated agents may enter such building or premises at all reasonable times to inspect same or to perform any duty imposed on the fire chief, or his/her designated agents by the fire code; provided that if such building or premises is occupied, they shall first present proper credentials and request entry; and, except during construction of the improvement to be inspected, if such building or premises are unoccupied, the agent of the district shall make a reasonable effort to locate the owner or other person(s) having charge or control of the building or premises and request entry. If such entry is refused, the fire chief, or his/her designated agent shall have recourse to every remedy provided by law to secure entry, including obtaining a search warrant for fire inspection pursuant to ~~article~~[Article](#) 18.05 of the Code of Criminal Procedure.
- (b) When a search warrant for a fire inspection has been issued, pursuant to ~~article~~[Article](#) 18.05 of the Code of Criminal Procedure, no owner or occupant or any other person having authority to control access to any building or premises shall fail or neglect, after request for entry is made, to promptly permit entry therein by the fire chief, or his/her designated agent for the purpose of inspection and examination pursuant to the fire code. A violation of this subsection is an offense punishable by the imposition of a fine per section 8.02.014.

Sec. 8.02.006. Stop orders.

Whenever any work or construction is being done contrary to the provisions of the fire code or without any permit or approval required by the fire code, the fire chief, or his/her designated agents may order the work or construction stopped by notice in writing served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this section, a written notice to stop work issued by the district shall be posted on the property in a manner reasonably visible to any person to perform any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the fire chief or his/her designated agent. A person who fails to comply with a notice to stop work, or who removes a notice to stop work from a premises without permission of the fire chief, or his/her designated agent commits an offense punishable by the imposition of a fine per ~~section~~[Section](#) 8.02.014.

Sec. 8.02.007. Permit required/procedure.

- (a) A permit shall be required for any of the following activities in the territory of the district:
- (1) Construction of any building or dwelling for human use or occupation, other than a single-family residence or structure used for residential purposes and comprised of fewer than three separate units;

- (2) A subdivision of land effected by the filing of an application for subdivision with the county, or with a combined office between the county and any municipality in whose extraterritorial jurisdiction the subdivision is proposed to occur, and located in the territory of the district, that includes provision for one or more new road(s) or street(s) or the extension of any existing road or street, either for private use by owners of one or more lot(s) in the subdivision for access to such lot(s), or intended for dedication to the public use;
 - (3) The construction of a development, including single-family housing comprised of more than three dwellings, on previously undeveloped land;
 - (4) A controlled burn;
 - (5) With regard to an existing structure, a substantial enlargement, alteration or repair, a moving, removal or demolition, or the conversion from any other use to a use described in subsection (a)(1) above. The provisions of the fire code propounded for the resulting type of structure or use shall be applicable in connection with any permit obtained; and
 - (6) Any of the uses or construction activities described in sections 105.6 and 105.7 of the IFC.
- (b) An application for a permit shall be made on a form promulgated by the district and shall include all information necessary to evaluate compliance with all applicable provisions of the fire code, including two complete sets of construction drawings, together with information identifying the applicant, the owner of the affected property and such other information reasonably necessary for considering and acting on the application. All applications for any permit and all requests for any approval required by the terms of the fire code shall be submitted in writing to the central administrative offices of the district along with payment of the applicable fee. The fees applicable for permits, approvals, and inspections shall be established from time to time by the commissioners of the district and the city in an ordinance thereof.
- (c) A permit authorizing construction, repair, alteration, moving, removal, or demolition of an improvement shall expire 180 days after issuance of the permit, unless the work permitted has commenced prior to such date and such work continues without interruption until completed. A permit for handling, storing, processing or using any hazardous material or hazardous process shall expire after three years on the date such permit was issued.
- (d) Subject to the right of appeal provided in the fire code, the fire chief or his/her designated agent of the district shall determine and decide the issuance of all permits and approvals, the duration of any use permit, subject to the maximum duration authorized by this section, and compliance with all provisions of the fire code.

- (e) A permit or approval shall be issued in cases where compliance with all applicable provisions of the fire code has been demonstrated. Not more than 30 days after all required information and application fees have been submitted the fire chief, or his/her designated agent shall approve an application for an activity that is in compliance with applicable provisions of the fire code, deny an application for an activity that is not in compliance with applicable provisions of this fire code, or, in cases in which the fire chief, or his/her designated agent is specifically given authority by the fire code to allow alternate means of compliance, approve or deny any such alternate means of compliance.
- (f) As used in this section, a "substantial" enlargement, alteration, or repair shall mean an enlargement, alteration, or repair, either:
- (1) ~~The~~the cost of which is equal to more than 50-~~percent~~% of the most recent appraised value of the structure as determined by the county appraisal district; or
 - (2) ~~The~~the total area repaired, altered or enlarged is equal to more than 50% of the total area of such structure prior to the work. Total area shall be determined by measurement of exterior walls.

Sec. 8.02.008. Identification of district, commissioners fire code official, and fire code.

- (a) Whenever the terms "jurisdiction," "authority having jurisdiction," "department," or "department of fire prevention," are used in the IFC, same shall be a reference to Hays County Emergency Services District No. 6 - North Hays County Fire Rescue. Whenever the term "fire code official" is used in the IFC, the same shall be a reference to the district's fire chief, or his/her designated agent, except that for the purpose of promulgating any regulation pursuant to IFC section 104.1, the term "fire code official" shall refer only to the district's fire chief. All regulatory authority established by the provisions of the IFC incorporated in this article is established for the district.
- (b) Any reference in the provisions of the IFC incorporated in this article to the "executive body" shall be a reference to the commissioners of the district.
- (c) Any reference in the IFC or in this article to the "fire code" shall be a reference to the provisions of the fire code as that term is defined in this article, as same may be amended from time to time.

Sec. 8.02.009. Deletions.

The following provisions of the IFC are not incorporated in this article or the fire code, and are deleted from the provisions of the IFC incorporated herein:

- (1) The entirety of section 108, ~~board~~Board of ~~appeals~~-Appeals.
- (2) The entirety of section 307.2, ~~permit required~~-Permit Required.
- (3) The entirety of appendix "A," ~~board~~Board of ~~appeals~~-Appeals.

Sec. 8.02.010. Local Amendments.

The following sections, paragraphs, and sentences of the ~~IFC~~ 2024 International Fire Code are hereby amended, ~~and other amendments provided below are adopted as follows~~ described below. Only the sections of the 2024 International Fire Code expressly set forth below are amended by the City. All other provisions of the 2024 International Fire Code remain as adopted.

Standard type is text from the IFC. Underlined type is text inserted. Lined through type is deleted text from IFC.

~~Section 101.1 Title is amended to provide as follows:~~

~~These regulations shall form a part of the fire code of the City of Dripping Springs, hereinafter referred to as "the fire code."~~

~~Section 102.1 Number 3 shall read as follows:~~

~~3. Existing structures, facilities and conditions when required in chapter 11 or in specific sections of this code.~~

~~Section 102.3 Change of use or occupancy is amended to provide as follows:~~

~~No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new proposed use does not increase the hazard more than the existing use, based on life and fire risk.~~

~~Section 104.10 Fire Investigations is amended to provide as follows:~~

~~The Fire Code Official or Hays County Fire Marshal Office shall have the authority to investigate the origin, cause and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.~~

~~Section 109.3 Violation penalties is amended to provide as follows:~~

~~A person who violates a provision of this fire code or who fails to comply with any of the its requirements or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under provisions of this fire code, commits an offense punishable by the imposition of a fine per section 8.02.014. Each day that a violation continues after due notice has been served is a separate offense. In addition to criminal enforcement provisions of this section, the district shall be entitled to bring a civil action for the enforcement of this fire code in any court of competent jurisdiction to enjoin any violation of this code and/or to impose a civil penalty in an amount of up to \$2,000.00 per day that a violation of this fire code continues.~~

~~Section 111.4 Failure to comply is amended to provide as follows:~~

~~A person who continues work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, commits an offense punishable the imposition of a fine per section 8.02.014. Each day that a violation continues after due notice has been served is a separate offense. In addition to criminal enforcement provisions of this section, the district shall be entitled to bring a civil action for the enforcement of this fire code in any court of competent jurisdiction to enjoin any violation of this fire code or to impose a civil penalty in an amount of up to \$2,000.00 per day that a violation of this fire code continues. Definitions are changed as follows:~~

~~(1)The definition of ambulatory care facility in section 202 General Definitions is amended to provide as follows:~~

~~AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:~~

~~(A)Dialysis centers.~~

~~(B)Procedures involving sedation.~~

~~(C)Sedation dentistry.~~

~~(D)Surgery centers.~~

~~(E)Colonic centers.~~

~~(F)Psychiatric centers.~~

~~(2)The definition of fire watch in section 202 General Definitions is amended to provide as follows:~~

~~FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.~~

~~(3)The definition of residential group R occupancies in section 202 General Definitions is amended to provide as follows:~~

~~Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an institutional group I or when not regulated by the International Residential Code in accordance with section 101.2 of the International Building Code as a detached one- or two-family dwelling. Residential occupancies shall include the following: (the balance of this section to remain unchanged and shall be followed as written in the International Fire Code).~~

~~(4)The definition of high-rise building in section 202 General Definitions is added to provide as follows:~~

~~HIGH-RISE BUILDING. A building having any floors used for human occupancy located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.~~

~~(5)The definition of standby personnel in section 202 General Definitions is added to provide as follows:~~

~~STANDBY PERSONNEL. Qualified fire service personnel, approved by the fire chief. When utilized, the number required shall be as directed by the fire chief. Charges for utilization shall be as normally calculated by the jurisdiction.~~

~~(6)Section 307.1 General is amended to provide as follows:~~

~~A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with this section and HCESD #6 outdoor burning regulations.~~

~~(7)The definition of high-piled combustible storage in section 202 General Definitions is amended to add a second paragraph as follows:~~

~~HIGH-PILED COMBUSTIBLE STORAGE: Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.~~

~~(8)The definition of repair garage in section 202 General Definitions is amended to provide as follows:~~

~~REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.~~

~~(9)The definition of self-service storage facility in section 202 General Definitions is amended to provide as follows:~~

~~SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.~~

~~(10)The definition of upgraded or replaced fire alarm system in section 202 General Definitions is amended to provide as follows:~~

~~UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:~~

~~(A)Replacing one single board or fire alarm control unit component with a newer model.~~

~~(B)Installing a new fire alarm control unit in addition to or in place of an existing one.~~

~~(C)Conversion from a horn system to an emergency voice/alarm communication system.~~

~~(D)Conversion from a conventional system to one that utilizes addressable or analog devices.~~

~~The following are not considered an upgrade or replacement:~~

~~(A)Firmware updates.~~

~~(B)Software updates.~~

~~(C)Replacing boards of the same model with chips utilizing the same or newer firmware.~~

~~City of Dripping Springs outdoor burning regulations:~~

~~(1)Only natural materials shall be burned. Electrical insulation, plastics, nonwood construction, or demolition materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber shall not be burned.~~

~~(2)Burning shall begin no earlier than one hour after sunrise and shall be completed no later than one hour before sunset.~~

~~(3)The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 30 feet (91 440 mm) of any structure.~~

~~(4) Burning shall be located far enough away from roads so that smoke will not interfere with normal traffic flow, and if at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to cease burning.~~

~~(5) Burning must be conducted downwind of or at least 300 feet from any structure, or structure containing sensitive receptors located on adjacent properties unless prior written approval is obtained from the affected occupant.~~

~~(6) Wind direction and other meteorological conditions are such that smoke, and pollutants will not cause adverse effects to any public roadway, off-site structures containing sensitive receptors, such as people with respiratory problems, sensitive vegetation, or livestock, or anything negatively affected by smoke or heat.~~

~~(7) Burning shall be attended at all times by persons with a means of calling the fire department and a water hose connected to a water supply or other fire extinguishing equipment readily available for use. Such as, but not limited to: front end loader, road grader.~~

~~(8) Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (mph) (five knots) or greater than 23 mph (20 knots) during the burn period.~~

~~(9) It is an offense punishable by the imposition of a fine per section 8.02.014 to deviate from regulations and any violation may result in a citation. The person conducting the burn will take full responsibility for any damages, injuries, or litigation as a result of the burn. The person conducting the burn may be liable to HCESD #6 for the reimbursement of any expenses, including, but not limited to, equipment, supplies, material, and overtime incurred by the department in the controlling and/or extinguishment of any fire resulting from or involved with the permitted burn. HCESD #6 is not responsible or liable for any damages or injuries caused by any permitted burn.~~

Section 307.3 Extinguishment authority shall be amended to provide as follows:

~~The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.~~

Section 307.4 Location shall be amended to provide as follows:

~~The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.~~

Section 308.1.4 Open flame cooking devices shall be amended to provide as follows:

~~(1) Open flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within ten feet (3048 mm) of combustible construction.~~

Exceptions:

~~1. One and two family dwellings, except that LP gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP gas capacity] with an aggregate LP gas capacity not to exceed 100 pounds (5 containers).~~

~~2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP gas capacity], with an aggregate LP gas capacity not to exceed 40 lbs. (2 containers).~~

~~3. {No change.}~~

Section 308.1.6.3 Sky lanterns shall be amended as follows:

~~A person shall not release or cause to be released an untethered unmanned free floating device containing an open flame or other heat source, such as but not limited to a sky lantern.~~

Section 311.5 Placards shall be amended as follows:

~~The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Sections 311.5.1 through 311.5.5.~~

Section 403.5 Group E occupancies shall be amended as follows:

~~An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.~~

Section 408.12 High rise buildings is added to provide as follows:

~~All buildings that have occupied floors located more than 55' (16 764 mm) above the lowest level of fire department vehicle access shall have at least 1 automated external defibrillator (AED) located on each occupied level.~~

~~Exception: The provisions of this section shall not apply to the following buildings and structures:~~

~~(1) Airport traffic control towers in accordance with section 412 of the 2012 International Building Code.~~

~~(2) Open parking garages in accordance with section 406.5 of the 2012 International Building Code.~~

~~(3) Buildings with an occupancy in group A-5 in accordance with section 303.6 of the 2012 International Building Code.~~

~~(4) Low hazard special industrial occupancies in accordance with section 503 of the 2012 International Building Code.~~

~~(5) Buildings with an occupancy in group H-1, H-2 or H-3 in accordance with section 415 of the 2012 International Building Code.~~

Chapter 50 shall be amended to read as follows:

~~(1) Section 501.4 Timing of installation is amended to provide as follows:~~

~~When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.~~

~~(2) Section 503.2.1 Dimensions is amended to provide as follows:~~

~~Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with IFC section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).~~

~~Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.~~

~~(3) Section 503.4 Obstruction of fire apparatus access roads shall be amended as follows:~~

~~Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.~~

~~(4) Section 505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.~~

~~(5)Section 506.2.1 Existing key boxes/locks/key switches is added to provide as follows:~~

~~Existing key boxes/locks/key switches shall be allowed to remain.~~

~~Exception: Where a premises requires an inspection/permit from City of Dripping Springs for the purpose of remodel, renovation, addition, change of owner, occupant/tenant or occupancy type; older key boxes/locks/key switches not conforming to current district specifications for such equipment shall be replaced with a new key box/lock/key switch meeting the district's current specifications.~~

~~(6)Section 507.5.1 Where required is amended to provide as follows:~~

~~Where a portion of a facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided as follows: A minimum of one fire hydrant shall be provided within 300 feet of all portions of exterior walls and a second hydrant provided within 500 feet. This measurement is taken from furthest required fire department vehicle access point to the building and down the access road to the hydrant (MEASUREMENT NOT TAKEN AS A RADIUS). If a building is required to have an automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2, and a standpipe system installed in accordance with section 905, a fire hydrant shall be located within 100 feet of the fire department connection. The fire chief or his/her designee may approve variations to this requirement based on available water supply in the area.~~

~~(7)Section 507.5.7 Reflective pavement markers is added to provide as follows:~~

~~To identify the fire hydrant location, a blue reflective marker shall be installed in the center of the public right of way (roadway) or the appropriate fire access drive lane perpendicular to the nearest fire hydrant. In locations where hydrants are situated on corners, blue reflective markers shall be installed on both approaches which front the hydrant.~~

~~(8)Section 507.5.8 "Storz" adapters required is added to provide as follows:~~

~~Fire hydrants shall be provided with appropriate five inch "Storz" type adapters for the pumper (steamer) connection. This adapter must be equipped with a blind cap.~~

~~Chapter 60 is amended to provide as follows:~~

~~(1)603.3.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.~~

~~(2)603.3.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 and/or Chapter 57.~~

~~(3)603.3.2.1 Quantity limits. One or more fuel oil storage tanks containing Class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:~~

~~(A)660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL-80, UL-142 or UL-2085 for Class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.~~

~~(B)1,320 gallons (4996 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in a tank complying with UL-142 or UL-2085 as a double-wall/secondary containment tank.~~

~~(C)3,000 gallons (11 356 L) where stored in protected above-ground tanks complying with UL-2085 and Section 5704.2.9.7 and the room is protected by an automatic sprinkler system in accordance with Section 903.3.1.1.~~

Chapter 8 shall be amended to read as follows:

~~(1)807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.~~

~~Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.~~

~~(2)807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.~~

~~(3)807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.~~

~~Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.~~

~~(4)807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.~~

Chapter 9 shall be amended to provide as follows:

~~(1)901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:~~

~~(A)The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.~~

~~(B)For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.~~

~~(C)Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.~~

~~(D)If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.~~

~~(E)Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.~~

~~(F)The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.~~

~~(G)Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.~~

~~(H)Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.~~

~~(I>Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.~~

~~(2)901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.~~

~~(3)901.7 Systems Out of Service. Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.~~
 {Remaining text unchanged}

~~(4)Section 903.2 is amended to provide as follows:~~

~~(A)Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY—NO STORAGE ALLOWED."~~

~~(B)903.2.8 Group R is amended to provide as follows:~~

~~An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.~~

~~Exception:~~

~~Buildings and structures classified as group R-3 one and two family dwellings.~~

~~(5)903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.~~

~~(6)903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the International Building Code, located 35 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.~~

~~Exceptions:~~

~~Open parking structures in compliance with Section 406.5 of the International Building Code, having no other occupancies above the subject garage.~~

~~(7)903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.~~

~~(8)903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire extinguishing system.~~

~~(9)903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.~~

~~Exception: Open parking garages in compliance with Section 406.5 of the International Building Code.~~

~~(10)903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such . {text unchanged}. because it is damp, of fire resistance rated construction or contains electrical equipment.~~

~~(A)Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.~~

~~(B)Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.~~

~~(C)Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hours.~~

~~(D){Delete.}~~

~~(E)Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.~~

~~(F){Delete.}~~

~~(11)Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:~~

~~(A)Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.~~

~~(B)Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.~~

~~(C)Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.~~

~~(D)Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:~~

~~(i)Provide automatic sprinkler system protection.~~

~~(ii)Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.~~

~~(iii) Construct the attic using noncombustible materials.~~

~~(iv) Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.~~

~~(v) Fill the attic with noncombustible insulation.~~

~~(12) 903.4.2 The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75-candela strobe rating, installed as close as practicable to the fire department connection.~~

~~(13) 905.3.1 shall be amended to provide as follows:~~

~~Height. Class III standpipe systems shall be installed throughout buildings where any of the following conditions exist:~~

~~(A) Three or more stories are above or below grade plane.~~

~~(B) The floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.~~

~~(C) Exceptions:~~

~~(i) Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.~~

~~(ii) Class I standpipes are allowed in Group B and E occupancies.~~

~~(iii) Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access.~~

~~(iv) Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located~~

~~(v) As required for Class II standpipes in accordance with Section 905.5.~~

~~(vi) Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.~~

~~(vii) Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.~~

~~(viii) In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:~~

~~(a) Recessed loading docks for four vehicles or less.~~

~~(b) Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.~~

~~(14) 905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.~~

~~(15) 905.4, Items 1, 3, and 5 are amended as follows and Item 7 is added to read as follows:~~

~~1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.~~

~~2. {No change.}~~

~~3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.~~

~~Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a {remainder of text unchanged}~~

~~4. {No change.}~~

~~5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3 percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.~~

~~6. {No change.}~~

~~7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.~~

~~(16) 907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog-initiating devices.~~

~~(17) 907.1.12, Exception 3.~~

~~Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.~~

~~(18)907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.~~

~~Exception: {No change.}~~

~~Activation of fire alarm notification appliances shall:~~

~~1.Cause illumination of the means of egress with light of not less than 1 footcandle (11 lux) at the walking surface level, and~~

~~2.Stop any conflicting or confusing sounds and visual distractions.~~

~~1.1.Residential In-Home day care with not more than 12 children may use interconnected single-station detectors in all habitable rooms. (For care of more than five children 2½ or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}~~

~~907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.~~

~~(19)907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four-foot separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.~~

~~(20)Section 907.6.3 all four Exceptions are deleted.~~

~~(21)Section 907.6.6 additional sentence at end of paragraph to read as follows:~~

~~See 907.6.3 for the required information transmitted to the supervising station.~~

~~(22)910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.~~

~~(23)910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.~~

~~The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.~~

~~Exception: Manual only systems per Section 910.2.~~

~~(24)910.3.4.2 Non-sprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.~~

~~(25)910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.~~

~~Exception: Listed gravity operated drop-out vents.~~

~~When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.~~

~~Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.~~

~~(26)Section 912.2 Location is amended to provide as follows:~~

~~The fire department connection (FDC) shall be freestanding and remote from the building at a distance from the building equal to 150% of the height of the exterior wall. The FDC shall be arranged to face a paved roadway, sidewalk or other approved area and shall be installed so that it will not interfere with access to the building when hoses are laid from the closest public hydrant to the FDC. The FDC shall be located on the same side of the lot/or building as the closest public fire hydrant or a maximum of one hundred (100) feet. Any changes must be approved by the fire chief.~~

~~Chapter 10 is amended to read as follows:~~

~~1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.~~

~~Exceptions:~~

~~7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.~~

Chapter 11 is amended to read as follows:

~~(1) 1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Section 2404.~~

~~(2) 1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.~~

~~Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.~~

~~(3) 1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.~~

Chapter 12 is amended to read as follows:

~~(1) 1203.1.3 Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.~~

~~(2) 1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.~~

~~(3) 1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.1826 or elsewhere identified in this code or any other referenced code.~~

~~(4) 1203.2.4 Emergency Voice/Alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.~~

~~Covered and Open Malls, Sections 907.2.19 and 914.2.3.~~

~~Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.~~

~~Special Amusement Buildings, Section 907.2.11.~~

~~High-rise Buildings, Section 907.2.12.~~

~~Atriums, Section 907.2.13.~~

~~Deep Underground Buildings, Section 907.2.18.~~

~~(5)1203.2.14 Means of Egress Illumination. Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)~~

~~(6)1203.2.15 Membrane Structures. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.~~

~~(7)1203.2.17 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:~~

~~Covered Mall Building, International Building Code, Section 402.7.~~

~~Atriums, International Building Code, Section 404.7.~~

~~Underground Buildings, International Building Code, Section 405.8.~~

~~Group I-3, International Building Code, Section 408.4.2.~~

~~Stages, International Building Code, Section 410.2.5.~~

~~Special Amusement Buildings (as applicable to Group A's), International Building Code, Section 411.1.~~

~~Smoke Protected Seating, Section 1029.6.2.~~

~~(8)1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Sections 907.2.19 and 914.2.3.~~

~~(9)1203.2.20 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:~~

~~1.Pressurization equipment, mechanical equipment and lighting.~~

~~2.Elevator operating equipment.~~

~~3.Fire alarm and smoke detection systems.~~

~~(10)1203.2.21 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.~~

~~(11)1203.2.22 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.~~

~~(12)1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.~~

~~(13)1203.2.24 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.10, Item 7.~~

~~(14)1203.2.25 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the International Building Code, Section 421.~~

~~(15)1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)~~

~~(16)1203.7 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.~~

~~Exception: Where the system is supplied with natural gas from a utility provider and is approved.~~

~~Chapter 24 is amended to read as follows:~~

~~Delete Section 2401.2.~~

~~Chapter 57 shall be amended to read as follows:~~

~~(1)5703.6 Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.~~

~~(2)Section 5704.2.11.4; add a sentence to read as follows:~~

~~5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.~~

(3) ~~Add Section 5704.2.11.4.3 to read as follows:~~

~~5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within ten feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.~~

(4) ~~Section 5706.5.4.5 Commercial, industrial, governmental or manufacturing is deleted in its entirety and replaced to provide as follows:~~

~~Dispensing of class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:~~

(5) ~~5706.5.4.5.1 Site requirements:~~

(A) ~~Dispensing may occur at sites that have been permitted to conduct mobile fueling.~~

(B) ~~A detailed site plan shall be submitted with each application for a permit. The site plan must indicate:~~

(i) ~~All buildings, structures, and appurtenances on site and their use or function;~~

(ii) ~~All uses adjacent to the property lines of the site;~~

(iii) ~~The locations of all storm drain openings, adjacent waterways or wetlands;~~

(iv) ~~Information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and~~

(v) ~~The scale of the site plan.~~

(C) ~~The code official is authorized to impose limits upon: the times and/or days during which mobile fueling operations are allowed to take place and specific locations on a site where fueling is permitted.~~

(D) ~~Mobile fueling operations shall be conducted in areas not generally accessible to the public.~~

(E) ~~Mobile fueling shall not take place within 15 feet (4.572 m) of buildings, property lines, or combustible storage.~~

(6) ~~5706.5.4.5.2 Refueling operator requirements:~~

~~(A)The owner of a mobile fueling operations shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill, carry out appropriate mitigation measures, and to indicate its process to properly dispose of contaminated materials when circumstances require.~~

~~(B)The tank vehicle shall comply with the requirements of NFPA 385 and local, state and federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.~~

~~(C)Signs prohibiting smoking or open flames within 25 feet (7.62 m) of the tank vehicle or the point of fueling shall be prominently posted on 3 sides of the vehicle including the back and both sides.~~

~~(D)A fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.~~

~~(E)The dispensing nozzles and hoses shall be of an approved and listed type.~~

~~(F)The dispensing hose shall not be extended from the reel more than 100 feet (30.48m) in length.~~

~~(G)Absorbent materials, nonwater absorbent pads, a ten foot (3.048 m) long containment boom, an approved container with lid, and a nonmetallic shovel shall be provided to mitigate a minimum 5-gallon fuel spill.~~

~~(H)Tanker vehicles shall be equipped with a fuel limit switch such as a count back switch, limiting the amount of a single fueling operation to a maximum of 500 gallons (1893 L) between resetting of the limit switch.~~

~~Exception: Tankers utilizing remote emergency shut-off device capability where the operator constantly carries the shut-off device which when activated immediately causes flow of fuel from the tanker to cease.~~

~~(I)Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of a fire, leak, or spill. Training records shall be maintained by the dispensing company and shall be made available to the fire code official upon request.~~

~~(J)Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.~~

~~(7)5706.5.4.5.3 Operational requirements.~~

~~(A)The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.~~

~~(B)Prior to beginning dispensing operations, precautions shall be taken to assure ignition sources are not present.~~

~~(C)The engines of vehicles being fueled shall be shut off during dispensing operations.~~

~~(D)Nighttime fueling operations shall only take place in adequately lighted areas.~~

~~(E)The tank vehicle shall be positioned with respect to vehicles being fueled so as to preclude traffic from driving over the delivery hose and between the tank vehicle and the motor vehicle being fueled.~~

~~(F)During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.~~

~~(G)Motor vehicle fuel tanks shall not be topped off.~~

~~(H)The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the tank vehicle.~~

~~The code official and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.~~

~~(8)Section 5707.4; add paragraph to read as follows:~~

~~Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office type or similar occupancies that are not primarily intended for use by the public.~~

~~Chapter 61 is amended to read as follows:~~

~~(1)6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20 pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60 pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.~~

~~(2)Section 6104.2, Exception; add an exception 2 to read as follows:~~

~~Exceptions:~~

~~1. {existing text unchanged}~~

~~2. Except as permitted in Sections 308 and 6104.3.2, LP gas containers are not permitted in residential areas.~~

~~(3)6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250 gallon water capacity per lot. See Table 6104.3 for location of containers.~~

~~Exception: Lots where LP gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.~~

~~(4)6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP gas containers, regulators and piping shall be protected in accordance with NFPA 58 Section 312.~~

~~(5)6109.13 Protection of Containers. LP gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.~~

~~Exception: Vehicle impact protection shall not be required for protection of LP gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

Chapter 80 Referenced standards:

~~The referenced NFPA Standards are amended to include the most current published standards promulgated by the NFPA at the time of the adoption of this article, which standards are incorporated herein by reference.~~

~~The exceptions provided in appendix D, section D104.2 are amended to provide as follows:~~

Exceptions:

~~(1)Projects having a gross building area of up to 124,000 square feet that have a single approved apparatus road when all buildings are equipped throughout with approved automatic sprinkler systems.~~

~~(2)As approved by the district's fire chief or his/her designated agent, when the topography of the affected property makes it impracticable to provide for a secondary means of fire apparatus access, and when an equivalent method of protection and safety is proposed and the alternative measures so proposed will not result in an increased risk of fire, additional threat to public safety, and will not result in the necessity of extraordinary public expense.~~

D102.1 Section change to read as follows:

~~D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 80,000 pounds (36,287kg) FAMA Appendix A: Typical Fire Apparatus configurations. States that maximum weight of what axles can support for a tandem axle aerial platform rear mount apparatus results at 86,000 lbs.~~

(a) Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

(b) *Section 104.2.3; delete exception as follows:*

104.2.3 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

Exception: Performance-based alternative materials, designs or methods of construction and equipment complying with the [International Code Council Performance Code](#).

(c) *Section 104.6; change to read as follows:*

104.6 Notices and orders. The *fire code official* shall is authorized to issue necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with [Section 113](#).

(d) *Section 105.3.3; change to read as follows:*

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

(e) *Section 105.6; change to read as follows:*

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.6.25 27 .

(f) *Section 105.6.26; add to read as follows:*

105.6.26 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(g) *Section 105.6.27; add to read as follows:*

105.6.27 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 108.3; delete this section in its entirety:

108.3 Permit valuations. The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the fire code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the fire code official. The fire code official shall have the authority to adjust the final valuation for permit fees.

(h) Section 202; amend and add definitions to read as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers

- Sedation dentistry

- Surgery centers

- Colonic centers

- Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

CARBON MONOXIDE SOURCE. ~~A piece of commonly used equipment or permanently installed appliance, fireplace or process that produces or emits carbon monoxide gas.~~ A combustion process that has the potential to produce carbon monoxide as a product of combustion under normal or abnormal conditions. Carbon monoxide sources include, but are not limited to solid-, liquid-, or gas-fueled appliances, equipment, devices, or systems, such as fireplaces, furnaces, heaters, boilers, cooking equipment, and vehicles with internal combustion engines.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, ~~or~~ *detonation*, and/or activated by ignition with a match or other heat-producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*

HIGH-PILED COMBUSTIBLE STORAGE: *add a second paragraph to read as follows:*

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor or occupied roof located more than ~~75~~ 55 feet (~~22-860~~ 16 764 mm) above the lowest level of fire department vehicle access.

REPAIR GARAGE. A building, structure, or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used to rent or lease individual storage spaces to customers to store and remove personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

Replacing one single board or fire alarm control unit component with a newer model

Installing a new fire alarm control unit in addition to or in place of an existing one

Conversion from a horn system to an emergency voice/alarm communication system

Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

Firmware updates

Software updates

Replacing boards of the same model with chips utilizing the same or newer firmware

(i) Section 203.2.3; add a sentence to read as follows:

203.2.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

(j) Section 304.1.1; change to read as follows:

304.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction. Refer to Appendix O for further information.

(k) Section 307.3; change to read as follows:

307.3 Extinguishment Authority. When open burning creates or adds to a hazardous or objectionable situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. ~~The fire code official is authorized to order the extinguishment of the open burning operation by the permit holder, another responsible party, or the fire department.~~

(l) Section 307.4 and 307.4.1; change to read as follows:

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15-240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15-240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread to within the required setback ~~50 feet (15-240 mm)~~ of a structure shall be eliminated prior to ignition.

(m) Section 307.4.3, Exceptions; add exception #2 to read as follows:

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system.

(n) Section 307.4.4 and 307.4.5; add sections to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

(o) *Section 307.5; change to read as follows:*

307.5 Attendance. *Open burning, trench burns, bonfires, recreational fires, and use of portable or permanent outdoor fireplaces or firepits shall be constantly attended until the... {Remainder of section unchanged}*

(p) *Section 308.1.6, Exception #3; change to read as follows:*

3. Torches or flame-producing devices in accordance with Section 308.4 or 308.1.3.

(q) *Section 308.1.7; change to read as follows:*

308.1.7 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

(r) *Section 308.1.9; change to read as follows:*

308.1.9 Aisles and exits.

Candles or open flames shall be prohibited in areas where occupants stand, or in an *aisle* or *exit*.

(s) *Section 308.1.11; add a section to read as follows*

308.1.11 Open-flame Cooking Devices. Open flame cooking devices shall comply with Section 4104.

(t) *Section 311.5; change to read as follows:*

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 115 of this code relating to structural or interior hazards, shall be marked as required by Section 311.5.1 through 311.5.5.

(u) *Section 314.4; change to read as follows:*

314.4 Vehicles. Electric, liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

The engine starting system is made inoperable or ignition batteries are disconnected except where the *fire code official* requires that the batteries remain connected to maintain safety features.

Fuel in fuel tanks does not exceed any of the following:

1. Class I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
2. LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m³), whichever is less.
4. Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m³), whichever is less.
5. Fuel tanks and fill openings are closed and sealed to prevent tampering.
6. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
7. Electric vehicles shall not be charged inside buildings or other structures, other than where approved in parking garages, or unless otherwise approved by the fire code official.

(v) *Section 323; add new sections to read as follows:.*

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings and/or structures, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located at grade level along the exterior perimeter walls and shall be within 150 feet of fire apparatus access roadway, or shall be located on the top level of the garage with no roof or structure above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location.

The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.

323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: “EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT.” Signs shall be placed in an *approved* location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building or structure, unless otherwise approved by the Fire Code Official.

(w) Section 404.2.2; add Number 4.10. to read as follows:

4.10. Fire Protection system controls.

(x) Section 405.5; change to read as follows:

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

{No change.}

{No change.}

Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

(y) Section 501.4; change to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection are required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

(z) **Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 10 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

(aa) **Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20~~ 24 feet (~~6096 mm~~ 7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(bb) **Section 503.2.2; change to read as follows:**

503.2.2 Authority. The *fire code official* shall have the authority to require or permit modifications to the required an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

(cc) **Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(dd) **Section 503.3; change to read as follows:**

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(ee) Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(ff) Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20-inch (508 mm) by 30-inch (762 mm) background on border. Address identification shall be maintained. (Committee recommends removal)

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(gg) Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per Section 903.3.5 and the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Exception: This exception is only applicable to the NFPA 291 fire hydrant flow test above. Water supply test information may be provided by the water authority via hydraulic water model where approved by the fire code official. The water model report shall include the exact location of the water model node on the city’s water supply piping, elevation, water supply fluctuation information, and all other pertinent water supply test information for fire protection design, as applicable.

(hh) Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

(ii) Section 509.1.2; add to read as follows:

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

(jj) The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES’ BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor’s name, physical address, phone number, and FCC license number, and inspector’s name, as well as the date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.

(kk) Section 604.7; change to read as follows:

Section 604.7 Storage. Storage is prohibited in elevator cars or elevator machine rooms. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.” {Exceptions remain unchanged}

(ll) Section 605.4 through 605.4.2.2; change to read as follows:

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.12 through 605.4.2.8 or and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142, UL 142A or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids, and the secondary containment shall be monitored visually or automatically.

1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142, UL 142A or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.

3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

(mm) Section 807.5.2.2; change to read as follows:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

(nn) Section 807.5.2.3; change to read as follows:

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(oo) Section 901.6.1.1; add to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

(pp) 901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(qq) Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ...
{Remainder of section unchanged}

(rr) Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of in addition to automatic sprinkler protection where recognized by the applicable standard and, or as *approved* by the *fire code official*.

(ss) Section 903.2; add paragraph to read as follows and delete the Exception:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

(tt) Section 903.2.2.1; change exception to read as follows:

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

Four or more care recipients are incapable of self-preservation.

One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

Exception: Unless otherwise required by this code, floors classified as an open parking garage are not required to be sprinklered.

(uu) Section 903.2.4.2; change to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

(vv) Section 903.2.9.3; change to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

(ww) Section 903.2.9.4; delete Exception:

903.2.9.4 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Exception: Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

(xx) Section 903.2.9.5; add to read as follows:

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.

(yy) *Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:*

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1511 of the *International Building Code*, located 55 35 feet (16 764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

1. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages complying with 903.2.10

(zz) *Section 903.3.1.1.1; change to read as follows:*

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged} ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

A room or space where sprinklers constitute a serious life or fire hazard because of the nature of the contents, where approved by the fire code official.

Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

Rooms or areas that are of noncombustible construction with wholly noncombustible contents.

Fire service access Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

(aaa) Section 903.3.1.1.4; add the following Section:

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.

(bbb) Section 903.3.1.2.2; change to read as follows:

903.3.1.2.2 Corridors and balconies in the means of egress. Sprinkler protection shall be provided in all corridors and for all balconies. in the means of egress where any of the following conditions apply:

1. Corridors with combustible floor or walls.
2. Corridors with an interior change of direction exceeding 45 degrees (0.79 rad).
3. Corridors that are less than 50 percent open to the outside atmosphere at the ends.
4. Open-ended corridors and associated exterior stairways and ramps as specified in Section 1027.6, Exception 3.
5. Egress balconies not complying with Sections 1021.2 and 1021.3.

(ccc) Section 903.3.1.2.3; delete section and replace as follows:

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.

4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.

4.5. Fill the attic with noncombustible insulation.

(ddd) Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(eee) Section 903.3.1.4; add to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect unheated attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and

Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and

The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(fff) Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

(ggg) Section 903.3.9; change to read as follows:

903.3.9 High-rise Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below: in high-rise buildings

In High Rise Buildings, *floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.*

In all other buildings, floor control assemblies shall be located as approved by the fire code official.

(hhh) Section 903.4.1; add a second paragraph after the Exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(iii) Section 903.4.3; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

(jii) Section 905.3.8; add to read as follows:

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I standpipes shall be provided.

(kkk) Section 905.4; change Item 5, and add Item 7 to read as follows:

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(lll) Section 905.8; change to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

(mmm) Section 905.9; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(nnn) Section 906.1(1); delete Exception 3 as follows:

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~

~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~

~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~

~~by the extinguisher manufacturer or the fire code official for vehicular use.~~

~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~

~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~

~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

(ooo) Section 907.1.4; add to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

(ppp) Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the having an occupant load due to the assembly occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exceptions: {No change.}

(qqq) Section 907.2.3; change to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

{No change.}

Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

(rrr) Section 907.2.10.1; change to read as follows:

907.2.10.1 Public- and Self-Storage Occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies three stories or greater in height for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

(sss) Section 907.2.13, Exception #3; change to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(ttt) Section 907.4.2.7; add to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

(uuu) Section 907.6.1.1; add to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(vvv) Section 907.6.1.1; add to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(www) Section 907.6.3; delete all four Exceptions.

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions:

~~Fire alarm systems in single-story buildings less than 22,500 square feet (2090 m²) in area.~~

~~Fire alarm systems that only include manual fire alarm boxes, waterflow initiating devices and not more than 10 additional alarm initiating devices.~~

~~Special initiating devices that do not support individual device identification.~~

~~Fire alarm systems or devices that are replacing existing equipment.~~

(xxx) Section 907.6.6; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station.

(yyy) Section 910.2.3; add to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(zzz) Section 910.4.3.1; change to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(aaaa) Section 912.2.3; add to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

(bbbb) Section 913.2.1; add second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(cccc) Section 913.2.1; add second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(dddd) Section 914.3.1.2; change to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 420 120 feet (128 36.6 m) in *building height*, and buildings of Type IVA and IVB construction that are more than 120 feet (36.6 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

(eeee) Section 915; delete and replace to read as follows:

915.1 General. ~~Carbon monoxide (CO) detection shall be installed in new buildings in accordance with Section 915.1.1. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9.~~

Exception: ~~Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied.~~

915.1.1 Where required. ~~Carbon monoxide detection shall be installed in the locations specified in Section 915.2 where any of the following conditions exist.~~

~~In buildings that contain a CO source.~~

~~In buildings that contain or are supplied by a CO producing forced air furnace.~~

~~In buildings with attached private garages.~~

~~In buildings that have a CO producing vehicle that is used within the building.~~

915.2 Locations. ~~Carbon monoxide detection shall be installed in the locations specified in Sections 915.2.1 through 915.2.3.~~

915.2.1 Dwelling units. ~~Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a CO source is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.~~

915.2.2 Sleeping units. ~~Carbon monoxide detection shall be installed in sleeping units.~~

~~**Exception:** Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a CO source and is not served by a CO producing forced air furnace.~~

~~**915.2.3 Group E occupancies.** A carbon monoxide system that uses carbon monoxide detectors shall be installed in Group E occupancies. Alarm signals from carbon monoxide detectors shall be automatically transmitted to an on-site location that is staffed by school personnel.~~

~~**Exception:** Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on-site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.~~

~~**915.2.4 CO-producing forced air furnace.** Carbon monoxide detection complying with Item 2 of Section 915.1.1 shall be installed in all enclosed rooms and spaces served by a fuel burning, forced air furnace.~~

~~**Exceptions:**~~

~~Where a carbon monoxide detector is provided in the first room or space served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.~~

~~Dwelling units that comply with Section 915.2.1.~~

~~**915.2.5 Private garages.** Carbon monoxide detection complying with Item 3 of Section 915.1.1 shall be installed within enclosed occupiable rooms or spaces that are contiguous to the attached private garage.~~

~~**Exceptions:**~~

~~In buildings without communicating openings between the private garage and the building.~~

~~In rooms or spaces located more than one story above or below a private garage.~~

~~Where the private garage connects to the building through an open-ended corridor.~~

~~An open parking garage complying with Section 406.5 of the International Building Code or an enclosed parking garage complying with Section 406.6 of the International Building Code shall not be considered a private garage.~~

~~Dwelling units that comply with Section 915.2.1.~~

~~**915.2.6 All other occupancies.** For locations other than those specified in Sections 915.2.1 through 915.2.5, carbon monoxide detectors shall be installed on the ceiling of enclosed rooms or spaces containing CO producing devices or served by a CO source forced air furnace.~~

~~**Exception:** Where environmental conditions prohibit the installation of carbon monoxide detector in an enclosed room or space, carbon monoxide detectors shall be installed in an approved enclosed location contiguous with the room or space that contains a CO source.~~

~~**915.3 Carbon monoxide detection.** Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5.~~

~~**915.3.1 Alarm limitations.** Carbon monoxide alarms shall only be installed in dwelling units and in sleeping units. They shall not be installed in locations where the code requires carbon monoxide detectors to be used.~~

~~**915.3.2 Fire alarm system required.** New buildings that are required by Section 907.2 to have a fire alarm system and by Section 915.2 to have carbon monoxide detectors shall be connected to the fire alarm system in accordance with NFPA 72.~~

~~**915.3.3 Fire alarm systems not required.** In new buildings that are not required by Section 907.2 to have a fire alarm system, carbon monoxide detection shall be provided by one of the following:~~

~~Carbon monoxide detectors connected to an approved carbon monoxide detection system in accordance with NFPA 72.~~

~~Carbon monoxide detectors connected to an approved combination system in accordance with NFPA 72.~~

~~Carbon monoxide detectors connected to an approved fire alarm system in accordance with NFPA 72.~~

~~Where approved by the fire code official, carbon monoxide alarms maintained in accordance with the manufacturer's instructions.~~

~~**915.3.4 Installation.** Carbon monoxide detection shall be installed in accordance with NFPA 72 and the manufacturer's instructions.~~

~~**915.4 Carbon monoxide alarms.** Carbon monoxide alarms shall comply with Sections 915.4.1 through 915.4.4.~~

~~**915.4.1 Power source.** Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.~~

~~**Exception:** Where installed in buildings without commercial power, battery powered carbon monoxide alarms shall be an acceptable alternative.~~

~~**915.4.2 Listings.** Carbon monoxide alarms shall be listed in accordance with UL 2034.~~

915.4.3 Combination alarms. ~~Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 217 and UL 2034.~~

915.4.4 Interconnection. ~~Where more than one carbon monoxide alarm is required to be installed, carbon monoxide alarms shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms. Physical interconnection of carbon monoxide alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.~~

915.5 Carbon monoxide detection systems. ~~Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with Sections 915.5.1 through 915.5.3.~~

915.5.1 General. ~~Carbon monoxide detectors shall be listed in accordance with UL 2075.~~

915.5.2 Locations. ~~Carbon monoxide detectors shall be installed in the locations specified in Section 915.2. These locations supersede the locations specified in NFPA 72.~~

915.5.3 Combination detectors. ~~Combination carbon monoxide/smoke detectors shall be an acceptable alternative to carbon monoxide detectors, provided that they are listed in accordance with UL 268 and UL 2075.~~

915.5.4 Occupant notification. ~~Activation of a carbon monoxide detector shall annunciate at the control unit and shall initiate audible and visible alarm notification throughout the building.~~

Exception: ~~Occupant notification is permitted to be limited to the area where the carbon monoxide alarm signal originated and other signaling zones in accordance with the fire safety plan, provided that the alarm signal from an activated carbon monoxide detector is automatically transmitted to an approved on-site location or off-premises location.~~

915.5.5 Duct detection. ~~Carbon monoxide detectors placed in environmental air ducts or plenums shall not be used as a substitute for the required protection in Section 915.~~

915.6 Maintenance. ~~Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.~~

915.6.1 Enclosed parking garages. ~~Carbon monoxide and nitrogen dioxide detectors installed in enclosed parking garages in accordance with Section 404.1 of the International Mechanical Code shall be maintained in accordance with the manufacturer's instructions and their listing. Detectors that become inoperable or begin producing end-of-life signals shall be replaced.~~

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3.

Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.
2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.
2. Detection only in the first space served by the main duct leaving the forced-indirect carbon monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.
2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.

915.2.4.2 Forced-indirect carbon monoxide sources. Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through 915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.
2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired power source, carbon monoxide alarms shall be battery powered.

Exception: For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.

915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

1. An audible and visible alarm notification throughout the building and at the control unit.
2. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.
3. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

(ffff) Section 1006.2.1; change Exception #3 to read as follows:

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

(gggg) Section 1103.5.3; add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

(hhhh) Section 1103.5.6; add to read as follows:

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(aaab) Section 1103.7.7; add to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

(iii) Section 1103.9; delete and change to read as follows:

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings where any of the conditions identified in Section 915.1.1 exist. Carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Section 915.4.

Exceptions:

1. Carbon monoxide alarms are permitted to be solely battery operated where the code that was in effect at the time of construction did not require carbon monoxide detectors to be provided.
2. Carbon monoxide alarms are permitted to be solely battery operated in dwelling units that are not served from a commercial power source.
3. A carbon monoxide detection system in accordance with Section 915.5 shall be an acceptable alternative to carbon monoxide alarms.

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 915.

(jjj) Section 1201.4; add to read as follows:

1201.4 Electrical Shutdown. Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an *approved* location. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.

(kkkk) Section 1207.2; add to read as follows:

1207.2 Commissioning, decommissioning, operation and maintenance. Commissioning, decommissioning, operation and maintenance shall be conducted in accordance with this section. In addition to the ordinary inspection and test requirements that buildings, structures and parts thereof are required to undergo, Energy Storage Systems subject to the provisions of Section 1207 shall undergo special inspections and tests sufficient to verify the proper commissioning of the Energy Storage System in its final installed condition. The design submission accompanying the construction documents shall clearly detail procedures and methods to be used and the items subject to such inspections and tests. Such commissioning shall be in accordance with generally accepted engineering practice and, where possible, based on published standards for the particular testing involved. The special inspections and tests required by this section shall be conducted under the same terms as in Chapter 17 of the International Building Code.

(lll) Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3. the following:

Conducted by a qualified attendant; and/or,

Shall be under the supervision of a qualified attendant; and/or

Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(mmmm) Section 3307.1; change to read as follows:

Section 3307.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within ~~100~~ 50 feet (~~30 480~~ 15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

(nnnn) Section 3307.1.2; change to read as follows:

3307.1.2 Stairways required. Where building construction exceeds 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring. Whenever the stairways are not visible to approaching fire apparatus, the stairways locations shall be indicated by an approved sign.

(oooo) Section 3307.5.3; add section to read as follows:

3307.5.3 Standpipe Signage. Whenever the standpipes are not visible to approaching fire apparatus, locations shall be indicated by an approved sign.

(pppp) Section 4104.2; change to read as follows:

4104.2 Open-flame Cooking Devices. Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

Where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.

LP-gas cooking devices having LP-gas containers with a water capacity not greater than 2-1/2 pounds [nominal 1-pound (0.454 kg) LP-gas capacity].

(qqqq) Section D102.1; change to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34,050~~ 38,556 kg).

(rrrr) Section D103.4; change to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with [Table D103.4](#).

TABLE D103.4

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

| LENGTH (feet) | WIDTH (feet) | TURNAROUNDS REQUIRED |
|------------------|------------------|--|
| 0–150 | 20 24 | None required |
| 151–500 | 20 24 | 120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |
| 501–750 | 26 | 120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |

| | |
|----------|---------------------------|
| Over 750 | Special approval required |
|----------|---------------------------|

For SI: 1 foot = 304.8 mm.

(ssss) Section D103.5; change Item 1 to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

Where a single gate is provided, the gate width shall be not less than 20 ~~24~~ feet (6096 ~~7315.2~~ mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

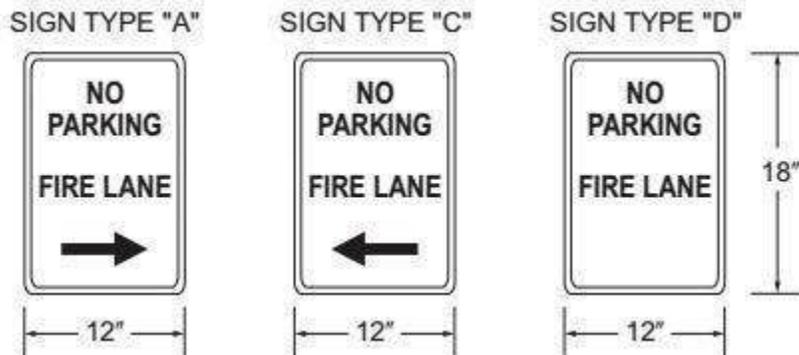
(tttt) Section D103.6; change to read as follows:

D103.6 Signs. Marking. Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Where required by the fire code official, fire apparatus access roads shall be marked with permanent “NO PARKING FIRE LANE” signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.



(uuuu) Section D103.6.1 and D103.6.2; delete sections as follows:

~~**D103.6.1 Roads 20 to 26 feet in width.** Fire lane signs as specified in [Section D103.6](#) shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).~~

~~**D103.6.2 Roads more than 26 feet in width.** Fire lane signs as specified in [Section D103.6](#) shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).~~

(vvvv) Section D104.3; change to read as follows:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

(wwww) Section D105.3; change to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved by the fire code official.*

(xxxx) Section D106.3; change to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

(yyyy) Section D107.2; change to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

Sec. 8.02.011. Building official-

Any provision in the IFC or other provision incorporated in this article by reference that refers to any act to be referred to or conducted by a building official shall be a reference to the district's fire chief or his/her designated agent.

Sec. 8.02.012. Permit fees.

The fees applicable for permits, approvals, and inspections shall be established from time to time by the commissioners of the district and the city in an ordinance thereof.

Sec. 8.02.013. Appeals.

- (a) ~~The city council shall serve as~~ The City Council of the City of Dripping Springs shall appoint five residents or owners of businesses in the territory of the district to serve as members of an appeals commission to hear and decide the complaint of any person aggrieved by a decision of the fire chief or the chief's designated agent, regarding any request for a permit or approval, any decision to stop work, or stop use, and any decision to abate, repair, rehabilitate, demolish, or remove an unsafe structure or premises. Three members of the appeals commission shall constitute a quorum for the purpose of hearing and deciding an appeal. Any commissioner may serve as a member of the appeals commission. Members of the appeals commission shall serve for a period of two years or until their successor is appointed.
- (b) ~~The city council~~ An appellate panel of not less than three members of the appeals commission shall hear the timely appeal of any decision of the fire chief or other authorized official described in subsection (a). A request to appeal such a decision shall be submitted in writing addressed to the city secretary and forwarded to the ~~city council~~ appeal panel members -not more than ten days after the date of the decision or action that is the subject of the appeal. A request to appeal shall include the mailing address of the appellant for the purpose of receiving notice of a hearing on the appeal. A notice of appeal shall not stay the decision or action from which the appeal is taken.
- (c) The appeals commission shall hear an appeal not later than 31 days following receipt of a timely notice of appeal.
- (d) Except as provided in subsection (g), the commissioners, or the president of the commissioners, as applicable, shall serve written notice of the date, time, and place of the appeal hearing not less than ten days prior to the date of the hearing.

- (e) An appellant shall be entitled to present evidence in support of the appeal and to cross-examine opposing witnesses. The fire chief or his/her designated agent shall be entitled to present evidence in support of such decision or action and to cross-examine witnesses. At the start of the hearing, the members of the appeals commission present (the "appellate panel") shall appoint from among them a presiding officer, who, with the advice of the other members of the appellate panel, shall make all determinations regarding the admissibility of evidence, and may make reasonable rulings regarding the conduct of the hearing and the manner that evidence is presented. The appellate panel may be assisted by legal counsel for the district in making evidentiary rulings and determining reasonable procedures for conduct of the hearing. The appellate panel shall determine the credibility of all witnesses and other evidence presented at the hearing.
- (f) The appellate panel may affirm, reverse, or modify the decision from which an appeal is taken. The decision of the majority of the appellate panel shall be the decision of the appellate panel. The panel may reverse a decision only if, in the opinion of the majority:
- (1) The decision appealed is manifestly unjust; or
 - (2) Special circumstances make strict application of the rule that is the basis of the original decision impractical and the reversal of the decision is in conformity with the intent and purpose of this article; and
 - (3) Such reversal would not result in a greater threat of danger to life or property in or near the district.
- (g) The appellate panel may affirm, reverse, or modify the decision from which an appeal is taken. The decision of the majority of the appellate panel shall be the decision of the appellate panel. The panel may reverse a decision only if, in the opinion of the majority:
- (h) If the fire chief or the chief's designated agent determines in a written order served on the owner of property that a structure constitutes an imminent threat to the life or safety of any persons, the fire chief or the chief's designated agent may require the demolition or removal of such structure not later than ten days following the date notice of such order is served on the owner of the affected property. Such owner may request an emergency appeal of such decision in writing delivered to the city secretary at any time prior to the expiration of such ten-day period. In such event, the ~~city administrator~~ president of the commissioners is authorized to appoint an appellate panel and schedule a hearing of such appeal as soon as practicable and serve notice of the time, date and place of such appeal on such owner not less than two seven days prior to the date of the hearing of such appeal.

Sec. 8.02.014. Offenses/penalties.

- (a) ~~It is an offense if any person:~~ A person commits an offense if the person:
- (1) Undertakes any action or commences any construction or development for which a permit or approval is required pursuant to the fire code or the fire protection criteria manual without first obtaining the requisite permit or approval;

- (2) Uses or occupies any property, or effects the development or construction of any improvement to real property in the territory of the district that is not in compliance with any condition of a permit or approval given pursuant to the fire code and the fire protection criteria manual;
 - (3) Uses or occupies any property, or effects the development or construction of any improvement to real property in the territory of the district that is not in compliance with any provision of the fire code and the fire protection criteria manual, except as allowed pursuant to any variance, modification, or alternative means approved in a permit or approval given pursuant to the fire code; or
 - (4) Violates any other provision of the fire code or the fire protection criteria manual.
- (b) An offense described in subsection (a) or elsewhere in this article is a misdemeanor punishable by a fine not to exceed:
- (1) Five hundred dollars; or
 - (2) Two thousand dollars if the person acted intentionally, knowingly, or recklessly.
- (c) Per ~~section~~[Section](#) 6.02(b) Penal Code, a violation of a provision designated as an offense in this article is a strict liability offense requiring no showing of a culpable mental state unless it is alleged that the person acted intentionally, knowingly, or recklessly.
- (d) In addition to the criminal enforcement provisions of this section, the district shall be entitled to bring a civil action for the enforcement of the fire code and the fire protection criteria manual in any court of competent jurisdiction to enjoin any violation of the fire code or the fire protection criteria manual or to impose a civil penalty in an amount of up to \$2,000.00 per day that a violation of the fire code continues.
- (e) [A separate offense shall occur each day that a violation of the fire code or the fire protection criteria manual continues.](#)

Sec. 8.02.015. Severability/enforceability.

- (a) Should any section, subsection, part, sentence, clause or phrase of the fire code or this article for any reason be held to be void or unenforceable such decision shall not affect the validity of the remaining portions of this article and the fire code. The board of commissioners hereby declares that each provision of this article and the fire code is severable and that the board of commissioners would have passed this article, and each section, subsection, clause or phrase included therein or incorporated by reference, irrespective of the fact that any one or more of such sections, subsections, parts, sentences, clauses and phrases be declared void or unenforceable.

- (b) Notwithstanding anything else to the contrary herein, in the event that applicable law, including but not limited to the provisions of Texas Local Government Code chapter 245, exempts from any provision of this article or the fire code a project or development that is pending or existing on the effective date of this article, the most recent regulations adopted by the district that may lawfully be applied to such pending or existing project or development shall remain in effect for the purpose of regulating such project or development.

Sec. 8.02.016. Maintenance of article.

A copy of this article together with all provisions incorporated herein, and the fire protection criteria manual shall be maintained at the central administrative offices of the district for inspection and use by interested persons. The district shall inform any person inquiring where copies of the IFC and other provisions incorporated in this article may be purchased from the publisher thereof.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

Council Meeting Date: 1/6/2026

Agenda Item Wording: Discussion and possible action to award RFB #PARKS-2025-04 for the Dripping Springs Ranch Park Event Center Roof Rehabilitation Project to the low bidder, Elite Contracting Group LLC, in an amount not to exceed \$456,593.40, and to authorize the City Administrator to finalize and execute the agreement. *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Lily Sellers

Summary/Background: Thirteen (13) bid proposals for the referenced project were received at the bid opening on December 2, 2025 from:

- Elite Contracting Group
- Longhorn Commercial Roofing, LLC
- Southwest Erectors, LLC
- Advantage USAA Inc.
- CS Advantage USAA, Inc.
- Empire Roofing
- Eskola, LLC
- Rangel Roofing & Restoration
- Rhino Roofers
- Signature Roofing and Coatings
- Tryggr Roofing & Construction, LLC
- TX Fifth Wall Roofing
- Vincent's Roofing, Inc.

Bid Proposals have been evaluated and the low bidder is Elite Contracting Group with the following bid:

Total Bid Amount: \$456,593.40

Staff recommends award of the contract to the low bidder, Elite Contracting Group, for a total amount of \$456,593.40 based on evaluation of the bid response packages. City Engineer, Chad Gilpin, checked references for Elite Contracting Group and staff finds no reason not to award this project to the low bidder.

**Commission
Recommendations:**

**Recommended
Council Actions:** Staff recommends approval of selecting Elite Contracting Group for an amount not to exceed \$456,593.40 and authorizing the City Administrator to finalize and execute the construction agreement.

Attachments: Bid Tabulation – Original

- Bid Tabulation – Value Engineering Option
- Elite Contracting Group – Bid Proposal Response Package
- Construction Plans
- Project Manual (including draft contract)

Next Steps/Schedule: Send Notice of Award and execute contract

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

**DSRP EVENT CENTER ROOF REHABILITATION
(#PARKS-2025-04)**

Prepared For:



511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-27501

November 2025

5 NOV 2025



B. Ryan Bell

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SPECIAL SPECIFICATION 01 2025 DSRP EVENT CENTER ROOF REHABILITATION

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **1:00 p.m. on December 2, 2025**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **DSRP EVENT CENTER ROOF REHABILITATION (#PARKS-2025-04)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

“DSRP EVENT CENTER ROOF REHABILITATION (#PARKS-2025-04)”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

DSRP EVENT CENTER ROOF REHABILITATION (#PARKS-2025-04) generally includes: cleaning and priming existing roof, inspect and repair all existing roof fasteners, waterproof all fasteners, seams, flashings, and penetrations, replace existing fiberglass skylight panels (168) with metal R-panels, install exterior top of roof coating and provide warranty options for 10 years, 15 years, and 20 years at the Dripping Springs Ranch Park.

Bid Forms, Specifications, and Instructions to Bidders may be obtained via the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **November 5, 2025**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An **Optional Pre-Bid conference** with prospective bidders will be held on **Wednesday, November 12, 2025, at 9:00 a.m. at the Dripping Springs Ranch Park, 1042 Event Center Dr., Dripping Springs, Texas**. It should be noted that quantities will not be provided by the City for bidding. The Arena roof

will be made available at the Optional Pre-Bid Conference. BIDDERS shall be responsible for providing their own ladders and equipment to access the roof for the purposes of taking measurements to prepare their individual bid. The CITY will provide access to the roof but not equipment or assistance.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED. IF THERE IS A DISCREPANCY BETWEEN THE PAPER BID AND THE DIGITAL COPY OF THE BID, THE PAPER COPY WILL PREVAIL.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Monday November, 17th, 2025**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.

5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.
6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on

which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

| <u>Construction Contract</u> | <u>Rating</u> |
|------------------------------|---------------|
| 25,001 - 250,000 | None |
| 250,000 - 1,000,000 | B |
| Over - 1,000,000 | A |

All lump sum and unit prices must be stated in both script and figures.

17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.
18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**DIVISION B
BID PROPOSAL**

Project: **DSRP ARENA ROOF REHABILITATION (#PARKS-2025-04)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **Thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| | | | |
|---------------|-------|--------|-------|
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - D. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - F. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2025.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

(Typed or Printed Name and Title)

Bidder: _____
(Name of Company)

Business Address: _____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

(Signature of Witness) (Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

DSRP EVENT CENTER ROOF REHABILITATION
 (#PARKS-2025-04)
 City of Dripping Springs, Texas

Section B-1
 BID FORM

BIDDER will complete the Work for the following prices:

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|---|------|------------|-------------|-------------|
| 1 | SS-01 | 2025 ARENA ROOF REHABILITATION, including preparation, repairs, coating, and 10 year warranty for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|--|------|------------|-------------|-------------|
| ALT-1 | SS-01 | ADDITIONAL COST TO PROVIDE 20 YEAR WARRANTY IN LIEU OF 10 YEAR WARRANTY (NOTE: IF SELECTED, BID ALT-2 WILL NOT APPLY. THIS IS A STAND ALONE COST TO PROVIDE AN ADDITIONAL 5-YEAR WARRANTY PERIOD BEYOND THE BASE BID). for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|---|------|------------|-------------|-------------|
| ALT-2 | SS-01 | ADDITIONAL COST TO PROVIDE 20 YEAR WARRANTY IN LIEU OF 10 YEAR WARRANTY (NOTE: IF SELECTED, BID ALT-1 WILL NOT APPLY. THIS IS A STAND ALONE COST TO PROVIDE AN ADDITIONAL 10-YEAR WARRANTY PERIOD BEYOND THE BASE BID.) for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

BID SUMMARY AND TOTAL

OVERALL BASE BID TOTAL: \$ _____
 BID ALTERNATE 1 (BASE BID + ALT-1): \$ _____
 BID ALTERNATE 2 (BASE BID + ALT-2): \$ _____

**NON-COLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is _____
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____, 2025.

Notary Public

My Commission expires:

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

2. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

3. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: _____
2. Name of Proposed Project Superintendent: _____

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Cleaning and/or Preparation _____
2. Painting and Coating _____

Other Subcontractors Exceeding 10% of total contract amount:

3. _____
4. _____
5. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

| Description, Size, Capacity, Etc. | Quantity | Condition | Years in Service | Present Location |
|-----------------------------------|----------|-----------|------------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BID BOND
(EXAMPLE TEMPLATE)

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of _____; for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this ____ day of _____, **2025**.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the PARKS-2025-04 DSRP EVENT CENTER ROOF REHABILITATION.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Principal (Seal)

Surety (Seal)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295. **The agreement number for this agreement will be _____.**

| |
|--|
| Printed name of person submitting form: |
| Name of Company: |
| Date: |
| Signature of person submitting form: |

NOTARIZED:

| |
|--|
| Sworn and subscribed before me, |
| by _____ |
| on _____ |
| (date) |

DIVISION C
CONTRACT, BOND & INSURANCE FORMS &
REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of _____, 2025 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (herein after called the “City”).

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **PARKS-2025-04 DSRP ARENA ROOF REHABILITATION** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the proposal documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **thirty (30) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the proposal documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate

of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of \$_____.

Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

| | |
|------------------|------------------------------------|
| Exhibit A | Project Manual |
| Exhibit B | Plans |
| Exhibit C | Addenda |
| Exhibit D | Performance and Payment Bond |
| Exhibit E | Certificate of Insurance |
| Exhibit F | Contractor's Signed Cost Proposal |
| Exhibit G | Conflict of Interest Questionnaire |
| Exhibit H | Form 1295 Certificate |

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders,

work orders, invoices, proposals, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the proposal documents described above.

6.2 Amendment. This Contract and the proposal documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor’s agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor’s agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

If to the Contractor:

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the proposal documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS:

Michelle Fischer, City Administrator

CONTRACTOR:

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

CORPORATE CERTIFICATIONS:

I, _____, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Printed Name

Date

PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

_____ (\$ _____) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the ____ day of _____ **2025**, a copy of which is hereto attached and made a part hereof for the construction of :

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____, **2025**.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety,
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum of

_____ (\$ _____) Dollars in
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, **2025**, a
copy of which is hereto attached and made a part hereof for the construction of

(hereinafter called the “Work”).

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with
the Plans, Specifications and Contract Documents during the original term thereof, and any extensions
thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all
claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2025.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE – PAYMENT BOND FORM

M-24, 25, Attach. Sa

Individual Principal (SEAL)

Address (State and Zip Code)

Business – Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Corporate

Surety

Business Address

(Affix Corporate Seal)

Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Title

Date: _____

(Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge \$ _____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

**SECTION C-4
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS**

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

NOTICE OF AWARD

To: _____

Project: **DSRP EVENT CENTER ROOF REHABILITATON (#PARKS-2025-04)**

The City of Dripping Springs has considered the bids submitted December 2nd, 2025 for the above described project in response to its advertisement for bids and related information to Bidders.

You are hereby notified that your bid including the subsequent value engineering amount has been favorably considered for the project by the City.

Total Bid Amount: \$ _____

Total Award Amount: \$ _____

Pursuant to the Instructions to Bidders you are asked to provide the following within ten (10) days of your receipt of this Notice.

- Certificate of Insurance
- Executed Payment Bond and Performance Bond
- Executed TX CIQ Form
- Executed Certificate if Interested Parties – TEC Form 1295

Once we receive the requested documents we will send over a final contract for execution.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this _____ day of _____, 2025.

CITY OF DRIPPING SPRINGS.

Chad Gilpin, P.E. - City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this _____ day of _____, 2025.

Authorized Signature

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: DSRP ARENA ROOF REHABILITATION (#PARKS-2025-04)

In accordance with the construction contract dated _____,
you are hereby notified to commence work no later than _____.

Contract time is: **30 calendar days.**

Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the ____ day of _____ 2025.

Authorized Signature

Name:

Title: _____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **30 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

| | FOR AMOUNT OF CONTRACT | | |
|-----------------------|-------------------------------|--|--|
| From More Than | To and Including | Amount of Liquidated Damages Per Working Days | |
| \$0 | \$100,000 | \$200 | |
| \$100,000 | \$500,000 | \$400 | |
| \$500,000 | \$1,000,000 | \$550 | |
| \$1,000,000 | \$2,000,000 | \$700 | |
| \$2,000,000 | \$5,000,000 | \$850 | |
| \$5,000,000 | \$10,000,000 | \$1,200 | |
| \$10,000,000 | \$15,000,000 | \$1,500 | |
| \$15,000,000 | \$20,000,000 | \$1,700 | |
| \$p20,000,000 | Over \$20,000,000 | \$2,500 | |

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20250254 07/04/2025 below:

"General Decision Number: TX20250254 07/04/2025

Superseded General Decision Number: TX20240254

State: Texas

Construction Type: Building

County: Hays County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, |

| | |
|--|---|
| | if it is higher) for all hours spent performing on that contract in 2025. |
|--|---|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2025 |
| 1 | 03/07/2025 |
| 2 | 03/14/2025 |
| 3 | 05/16/2025 |
| 4 | 06/13/2025 |
| 5 | 07/04/2025 |

ASBE0087-014 06/03/2024

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)..... | \$ 29.50 | 8.79 |

BOIL0074-003 01/01/2025

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 33.17 | 24.92 |

ELEC0520-004 01/03/2022

| | Rates | Fringes |
|--|----------|----------|
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 31.52 | 11%+5.73 |

ELEV0133-002 01/01/2025

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 51.59 | 38.435+a+b |

Footnote:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

 ENGI0450-002 04/01/2024

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR Cranes..... | \$ 39.47 | 10.39 |

 IRON0084-011 06/01/2024

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 28.26 | 8.13 |

* IRON0482-012 06/01/2025

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 28.30 | 8.23 |

 PLUM0286-009 03/03/2025

| | Rates | Fringes |
|---|----------|---------|
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 37.15 | 15.92 |
| PIPEFITTER (Including HVAC Pipe Installation)..... | \$ 34.15 | 15.77 |

 SFTX0669-002 01/01/2025

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 36.15 | 24.47 |

 SHEE0067-006 04/01/2025

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (Excludes HVAC Duct Installation)..... | \$ 31.87 | 16.58 |

* SUTX2014-030 07/21/2014

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.86 | 0.00 |
| CARPENTER (Acoustical Ceiling Installation Only)..... | \$ 14.00 ** | 0.00 |
| CARPENTER (Form Work Only)..... | \$ 15.62 ** | 0.05 |
| CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation..... | \$ 13.99 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.71 ** | 0.00 |
| DRYWALL FINISHER/TAPER..... | \$ 16.96 ** | 4.34 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 14.00 ** | 0.00 |
| ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring..... | \$ 12.50 ** | 0.65 |
| ELECTRICIAN, Excludes Low Voltage Wiring..... | \$ 24.00 | 3.66 |
| FLOOR LAYER: Carpet..... | \$ 21.88 | 0.00 |
| GLAZIER..... | \$ 12.83 ** | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 12.27 ** | 0.00 |
| LABORER: Common or General..... | \$ 10.43 ** | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 11.00 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 11.85 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 12.45 ** | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 19.43 | 3.49 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.00 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 14.00 ** | 0.00 |

| | | |
|--|-------------|------|
| OPERATOR: Drill..... | \$ 14.50 ** | 0.00 |
| OPERATOR: Forklift..... | \$ 15.68 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 19.30 | 0.00 |
| OPERATOR: Loader..... | \$ 14.00 ** | 0.00 |
| OPERATOR: Mechanic..... | \$ 18.75 | 5.12 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 ** | 0.00 |
| OPERATOR: Roller..... | \$ 11.25 ** | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 18.76 | 6.35 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 21.58 | 2.88 |
| ROOFER..... | \$ 12.00 ** | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 17.84 | 3.26 |
| TILE FINISHER..... | \$ 11.32 ** | 0.00 |
| TILE SETTER..... | \$ 15.38 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |
| WATERPROOFER..... | \$ 16.30 ** | 0.06 |

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.75) or 13658
 (\$13.30). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):

Name: Chad Gilpin, P.E. – City Engineer
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-220-8100
E-mail: cgilpin@cityofdrippingsprings.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name: Andrew Binz – Parks and Community Services Director
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-894-2400
E-mail: ABinz@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

| <u>Holiday</u> | <u>Date Observed</u> |
|---------------------------|-----------------------------|
| New Year's Day | January 1 |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

- 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.
- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
- 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during

construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

- .5 If applicable, an excavation safety system plan;
- .6 If applicable, a plan illustrating proposed locations of temporary facilities;
- .7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- .8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

3.1.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.2 Reporting and Resolving Discrepancies: If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 Amending and Supplementing Contract Documents:

3.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- .1 Change Order.
- .2 Change Directive.
- .3 Time Extension Request.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- .1 Field Order.
- .2 Review of a Shop Drawing or sample.
- .3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Hazardous material definitions and procedures.

- .1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.
- .2** Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.
- .3** CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

- 4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
 - .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
 - .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- .3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- 5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.
- 5.4 Bonds:**
- 5.4.1 General.**
- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
 - .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 Maintenance Bond.

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

- .4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.
- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- 6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.
 - .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
 - .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
 - .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR

shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

- .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
 - .1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
 - .2** Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
 - .3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
 - .4** CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
 - .5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- 6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The

OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

6.4.4 CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

6.4.5 CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.

6.4.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.4.7 CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.

6.4.8 To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

6.5.1 CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.5.2 CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).

- .2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4 Inspection and Maintenance of all erosion/sedimentation controls.
- .5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.
- .6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

- 6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.
- 6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

- 6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**
- 6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials.

CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

- .2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners,

employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

- 7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation,

review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6 Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

- 9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.
- 9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

- 9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.
- 9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.
- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the

OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- 10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- 10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.
- 10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

- 10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
 - .1** a change in the Work;
 - .2** the amount of the adjustment in the Contract Amount, if any; and
 - .3** the extent of the adjustment in the Contract Time, if any.
- 10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

- 10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be

used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

- 10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- 10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- 10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

- 10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.
- 10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

- 11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- 11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- 11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of

the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
- .2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- .3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
- .4** No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

- 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

- .2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
 - .1 Changes ordered in the work which justify additional time.
 - .2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

- a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
 - b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
 - c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
 - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
 - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

- 12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.
- 12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.
- 12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

| | | | |
|----------|--------|-----------|--------|
| January | 5 days | July | 4 days |
| February | 4 days | August | 4 days |
| March | 5 days | September | 5 days |
| April | 4 days | October | 5 days |
| May | 5 days | November | 4 days |
| June | 6 days | December | 4 days |

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

- 12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

- 13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.
- 13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 Tests and Inspections:**
- 13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
- .1** for inspections, tests or approvals covered by paragraph 13.3.3 below;
 - .2** that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
 - .3** for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
 - .4** as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- 13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective,

CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order

will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive

payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

- .1 updated Progress Schedule;
- .2 monthly subcontractor report;
- .3 any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
 - .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
 - .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
 - .5 damage to OWNER or another contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
 - .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
 - .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
 - .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
 - .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
 - .12 failure of CONTRACTOR to submit monthly subcontractor reports;
 - .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
 - .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.
- 14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.
- 14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.
- 14.7 Substantial Completion:**
- 14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is

substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with

CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

- .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
- .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

- 14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

- 15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

- .1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
- .2** if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3** if CONTRACTOR disregards the authority of Owner's Representative;
- .4** if CONTRACTOR makes fraudulent statements;
- .5** if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6** if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

- 15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

- 15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the

same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general

nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

- 16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

- 16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

- .1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.
- .2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution

alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent

contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

- 17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- 17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- 17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- 17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- 17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- 17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- 17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E TECHNICAL SPECIFICATIONS

The following Special Specification shall be used for this project:

- Special Specification SS-01 2025 EVENT CENTER ROOF REHABILITATION

SPECIAL SPECIFICATION SS-01
2025 DSRP EVENT ROOF REHABILITATION

PART 1: GENERAL

1.01 SCOPE OF WORK

The work under this section of the Specifications consists of furnishing all supervision, labor, equipment, material and installation for repair and top coating of existing roof at the Dripping Springs Ranch Park Arena. Work under this section shall include all costs required for the following scope of work:

- a) Pressure wash entire surface of existing roof with a minimum 3,000 psi to achieve a surface free of dirt, oil, grease, loose debris, loose rust, residue or other contaminants.
- b) Prime rust areas with a metal primer.
- c) Inspect all fasteners, screws, and fastening devices. Tighten or replace loose or missing fasteners so that all metal sections are firmly held and all joining sections closed. Secure the existing edge metal with new fasteners wherever loose.
- d) Remove all screws at the ends of the roof along the gutter's edge, install new closures under the roof panels to block the openings under each of the ribs and refasten the roof panel ends.
- e) Flash in all vertical seams between each panel using a thick "butter" flashing grade coating.
- f) Waterproof all fasteners by encasing them in a flood coat of high viscosity elastomeric coating.
- g) Remove all existing skylight panels and replace with metal R-panels that match the existing metal roof panels in both profile and color so that the underneath of the roof has the same appearance. Lap both ends and set with butyl tape and fasten securely.
- h) Waterproof all vertical seams by applying a coat of brush grade caulk. All rake flashing and defective vertical lap seams will be stitched with 4" polyester fabric embedded in high viscosity elastomeric coating.
- i) Waterproof all penetrations, joints, vents, flashings, and repair areas using silicone coating.
- j) Remove all work-related debris and haul off-site.

1.02 SUBMITTALS

Submit manufacturer, product data, and installation instructions for the following materials:

- a) Metal Primer
- b) Fasteners
- c) Metal R-panel roofing panels
- d) Seam and penetration waterproofing materials
- e) Flashing
- f) Acrylic roof coating system

- g) Certification from waterproof coating supplier that contractor is qualified in installation of the product.

1.03 MEASUREMENT

Work and accepted material as prescribed by this item will be measured and paid by lump sum. No quantities are provided in this solicitation. Access to the existing facility will be provided at the optional Pre-Bid Meeting. At that time, BIDDERS will be permitted to access the roof surface by providing their own ladders or lifting equipment. CONTRACTOR is responsible for all measurements and quantity take-offs to provide a Lump Sum price for the work specified in this section.

1.04 PAYMENT

For unit price contract the work performed and materials furnished as prescribed by this item and measured as provided under "Measurement," shall be paid for "2025 DSRP ARENA ROOF REHABILITATION," which price shall be full compensation for furnishing and placing all materials, and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

PART 2: PRODUCTS

2.01 METAL PRIMER

- a) Progressive Material P-130 Metal Primer
- b) IPC IsoPrime Plus
- c) Engineer approved equal

2.02 METAL ROOF PANELS

Match profile of existing panels. Panels shall be factory powder-coated to color match the underside of the Arena roof that will be open and visible upon completion.

2.03 SEAM SEALANT AND FLASHING SYSTEMS

Provide sealant and flashing materials from a single manufacturer. Secondary materials shall be recommended by the primary manufacturer. The manufacturer shall have a minimum of ten (10) years' experience in the manufacture of materials of this type.

2.03 ACRYLIC ROOF COATING SYSTEM

Color: white.

- a) Isothermal Protective Coatings, Inc. (IPC) Acrylic Coating
- B) Soprorema HS 901 Acrylic Coating
- C) Engineer Approved Equal

PART 3: EXECUTION

3.01 ALLOWABLE WORK DAYS AND TIMES

Allowable work hours on this project are strictly Monday through Thursday from 8:00 a.m. and 5:00 p.m. and excludes any city holidays.

CONTRACTOR is hereby informed that numerous events are held at the facility and will need to coordinate access, parking, and staging with park staff.

3.02 EXAMINATION

- a) Metal panels must be structurally sound and securely fastened. Severe oxidation may render some panels unsuitable to serve as a proper substrate for the coating and should be replaced as needed. Contractor shall determine the quantity of panels that should be replaced and include the price in the base bid.
- b) Verify that substrate is ready to receive work; surface is clean, dry and free of substances that could affect bond.
- c) Verify that all other work involved with this area, done under other sections, has been completed and accepted by the City prior to starting the waterproofing application.

3.02 PREPARATION

- a) Inspect metal fasteners and retighten where possible. Where fasteners are stripped out, missing, corroded, or neoprene grommets are deteriorated, replace with oversize screws. Inspect horizontal and vertical seams, panel end laps, and tension bars/straps. Where necessary, remove fasteners to separate the panels, remove existing sealant, add new butyl caulk, and re-secure with new fasteners to create a water-tight compression seal..
- b) All unnecessary and non-functional equipment, conduit, and debris shall be removed from the roof.
- c) All structural repairs or installations shall be completed before coating application commences.
- d) Areas of gross ponding water shall have been addressed and eliminated before coating application commences.
- e) Areas of algae, mildew or fungus on the roof or an existing coating should be treated with a solution of 1-part household bleach to 3-parts water, followed by a power wash rinse using clean water.
- f) Do not apply materials to wet surfaces. Make sure roof surface is completely dry, clean, and free of dirt, grease, biological soiling, and paint residue before coating. Apply materials only when air, material, and surface temperatures are between 50 °F – 120 °F.

During coating application procedures coating shall be applied a minimum of three (3) inches above the termination of all flashings, repairs, and bridges. That is, coating shall be applied to sections of parapet walls, the bases of air handling equipment, penetrations, and the like. These surfaces must be adequately prepared to ensure adhesion of the coating.

- g) Each coating application shall not commence during inclement weather, when precipitation appears imminent, when temperature is below 50-deg F, or when relative humidity exceeds 85%. To provide adequate curing time, coating application shall terminate at least four (4) hours before sundown.

PART 4: WARRANTY

4.01 BASE BID – 10 YEAR WARRANTY

Provide a warranty bond to the City to cover labor, materials, and workmanship for a period of 10 years from the date of acceptance. Contractor warrants that the material supplied will meet or exceed physical properties as published and guarantees that workmanship will be free of defects in coating application.

4.02 BID ALTERNATE 1 – 15 YEAR WARRANTY

Provide a warranty bond for an additional 5 year period beyond the 10 year base bid warranty period. In addition to the cost of the bond, this item shall include any costs for additional materials or labor to provide a coating system that is warranted for a period of 15 years from the date of acceptance.

4.03 BID ALTERNATE 2 – 20 YEAR WARRANTY

Provide a warranty bond for an additional 10 year period beyond the 10 year base bid warranty period. In addition to the cost of the bond, this item shall include any costs for additional materials or labor to provide a coating system that is warranted for a period of 20 years from the date of acceptance. This item is exclusive to Bid Alternate 1. If Bid Alternate 1 is selected, this item will not be included in this contract. If this item is selected by the City, then Bid Alternate 1 will not be included in the contract.

END OF SPECIAL SPECIFICATION SS-01

ADDENDUM NO. 1

Project: **PARKS-2025-04– DSRP EVENT CENTER ROOF REHABILITATION**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **November 21, 2026**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. **Clarifications – In response to questions received about the scope of the project please see the illustration below. The scope of this project includes Area A in green as shown below. Areas B and C shown in red are not included in the scope of this project.**



2. Project Manual Revisions

- a. **SECTION B01 BID FORM** – Replace the section in its entirety with the version attached to this addendum.
- b. **SECTION B03 INFORMATION FROM BIDDERS** – Replace the section in its entirety with the version attached to this addendum.
- c. **SECTION SS-01 2025 EVENT CENTER ROOF REHABILITATION SPECIAL SPECIFICATION** – Replace the section in its entirety with the version attached to this addendum.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:



Chad Gilpin, PE
City Engineer

Project: **DSRP ARENA ROOF REHABILITATION (#PARKS-2025-04)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **Thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| | | | |
|---------------|-----------------------|--------|--------------------------|
| Addendum No.: | <u>Addendum No. 1</u> | Dated: | <u>November 21, 2025</u> |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |

1

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - D. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - F. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2025.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

(Typed or Printed Name and Title)

Bidder: _____
(Name of Company)

Business Address: _____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

(Signature of Witness) (Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

DSRP EVENT CENTER ROOF REHABILITATION
 (#PARKS-2025-04)
 City of Dripping Springs, Texas

Section B-1
 BID FORM

BIDDER will complete the Work for the following prices:

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|---|------|------------|-------------|-------------|
| 1 | SS-01 | 2025 ARENA ROOF REHABILITATION, including preparation, repairs, coating, and 10 year warranty for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|--|------|------------|-------------|-------------|
| ALT-1 | SS-01 | ADDITIONAL COST TO PROVIDE 15 YEAR WARRANTY IN LIEU OF 10 YEAR WARRANTY (NOTE: IF SELECTED, BID ALT-2 WILL NOT APPLY. THIS IS A STAND ALONE COST TO PROVIDE AN ADDITIONAL 5-YEAR WARRANTY PERIOD BEYOND THE BASE BID). for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

| Bid Item | Spec Item | Description of Item with Unit Bid Price in Written Words | Unit | Approx Qty | Unit Amount | Total Price |
|----------|-----------|---|------|------------|-------------|-------------|
| ALT-2 | SS-01 | ADDITIONAL COST TO PROVIDE 20 YEAR WARRANTY IN LIEU OF 10 YEAR WARRANTY (NOTE: IF SELECTED, BID ALT-1 WILL NOT APPLY. THIS IS A STAND ALONE COST TO PROVIDE AN ADDITIONAL 10-YEAR WARRANTY PERIOD BEYOND THE BASE BID.) for _____ dollars and _____ cents PER LUMP SUM | LS | 1 | \$ _____ | \$ _____ |

BID SUMMARY AND TOTAL

OVERALL BASE BID TOTAL: \$ _____
 BID ALTERNATE 1 (BASE BID + ALT-1): \$ _____
 BID ALTERNATE 2 (BASE BID + ALT-2): \$ _____

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

1

Proposed Roof Coating System Manufacturer: _____
Years Manufacturer has been in Business: _____
Proposed Roof Coating System Product Line: _____
Years of Commercial Availability for Product Line: _____

Proposed Metal Primer Manufacturer: _____
Years Manufacturer has been in Business: _____
Proposed Metal Primer Product Line: _____
Years of Commercial Availability for Product Line: _____

Statement of Qualifications: Provide information for 3 similar projects USING THE COATING AND PRIMING SYTEMS INTENDED TO BE USED ON THIS PROJECT completed by Bidder within last 5 years.

1. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's PM/Superintendent: _____

2. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's PM/Superintendent: _____

3. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____

Bidder's PM/Superintendent: _____

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: _____
2. Name of Proposed Project Superintendent: _____

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Cleaning and/or Preparation _____
2. Painting and Coating _____

Other Subcontractors Exceeding 10% of total contract amount:

3. _____
4. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

SPECIAL SPECIFICATION SS-01
2025 DSRP EVENT ROOF REHABILITATION

PART 1: GENERAL

1.01 SCOPE OF WORK

The work under this section of the Specifications consists of furnishing all supervision, labor, equipment, material and installation for repair and top coating of existing roof at the Dripping Springs Ranch Park Arena. Work under this section shall include all costs required for the following scope of work:

- a) Pressure wash entire surface of existing roof with a minimum 3,000 psi to achieve a surface free of dirt, oil, grease, loose debris, loose rust, residue or other contaminants.
- b) Prime rust areas with a metal primer.
- c) Inspect all fasteners, screws, and fastening devices. Tighten or replace loose or missing fasteners so that all metal sections are firmly held and all joining sections closed. Secure the existing edge metal with new fasteners wherever loose.
- d) Remove all screws at the ends of the roof along the gutter's edge, install new closures under the roof panels to block the openings under each of the ribs and refasten the roof panel ends.
- e) Flash in all vertical seams between each panel using a thick "butter" flashing grade coating.
- f) Waterproof all fasteners by encasing them in a flood coat of high viscosity elastomeric coating.
- g) Remove all existing skylight panels and replace with metal R-panels that match the existing metal roof panels in both profile and color so that the underneath of the roof has the same appearance. Lap both ends and set with butyl tape and fasten securely.
- h) Waterproof all seams by applying a coat of brush grade caulk. All rake flashing and defective vertical lap seams will be stitched with 6" polyester fabric embedded in high viscosity elastomeric coating.
- i) Waterproof all penetrations, joints, vents, flashings, and repair areas using silicone coating.
- j) Remove all work-related debris and haul off-site.

1.02 SUBMITTALS

Submit manufacturer, product data, and installation instructions for the following materials:

- a) Metal Primer
- b) Fasteners
- c) Metal R-panel roofing panels
- d) Seam and penetration waterproofing materials
- e) Flashing
- f) Acrylic roof coating system

- g) Certification from waterproof coating supplier that contractor is qualified in installation of the product.

1.03 MEASUREMENT

Work and accepted material as prescribed by this item will be measured and paid by lump sum. No quantities are provided in this solicitation. Access to the existing facility will be provided at the optional Pre-Bid Meeting. At that time, BIDDERS will be permitted to access the roof surface by providing their own ladders or lifting equipment. CONTRACTOR is responsible for all measurements and quantity take-offs to provide a Lump Sum price for the work specified in this section.

1.04 PAYMENT

For unit price contract the work performed and materials furnished as prescribed by this item and measured as provided under "Measurement," shall be paid for "2025 DSRP ARENA ROOF REHABILITATION," which price shall be full compensation for furnishing and placing all materials, and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

PART 2: PRODUCTS

2.01 METAL PRIMER

- a) Progressive Material P-130 Metal Primer
- b) IPC IsoPrime Plus
- c) Kemper Systems Kempertec 1K Aqua RI Primer
- d) GAF Metal Roof Primer
- e) Karnak Metal Priming Systems



2.02 METAL ROOF PANELS

Match profile of existing panels. Panels shall be factory powder-coated to color match the underside of the Arena roof that will be open and visible upon completion.

2.03 SEAM SEALANT AND FLASHING SYSTEMS

Provide sealant and flashing materials from a single manufacturer. Secondary materials shall be recommended by the primary manufacturer. The manufacturer shall have a minimum of ten (10) years' experience in the manufacture of materials of this type.

2.04 ACRYLIC ROOF COATING SYSTEM

Color: white.

- a) Isothermal Protective Coatings, Inc. (IPC) Acrylic Coating

- B.) Soprema HS 901 Acrylic Coating
- C.) Kemper System – Kemperol 1K Aqua
- D.) ER Systems 127 Solar One Plus
- E.) GAF Acrylic Coating Systems
- F.) Karnak 501 Elasto-Brite



PART 3: EXECUTION

3.01 ALLOWABLE WORK DAYS AND TIMES

Allowable work hours on this project are strictly Monday through Thursday from 8:00 a.m. and 5:00 p.m. and excludes any city holidays.

CONTRACTOR is hereby informed that numerous events are held at the facility and will need to coordinate access, parking, and staging with park staff.

3.02 EXAMINATION

- a) Metal panels must be structurally sound and securely fastened. Severe oxidation may render some panels unsuitable to serve as a proper substrate for the coating and should be replaced as needed. Contractor shall determine the quantity of panels that should be replaced and include the price in the base bid.
- b) Verify that substrate is ready to receive work; surface is clean, dry and free of substances that could affect bond.
- c) Verify that all other work involved with this area, done under other sections, has been completed and accepted by the City prior to starting the waterproofing application.

3.02 PREPARATION

- a) Inspect metal fasteners and retighten where possible. Where fasteners are stripped out, missing, corroded, or neoprene grommets are deteriorated, replace with oversize screws. Inspect horizontal and vertical seams, panel end laps, and tension bars/straps. Where necessary, remove fasteners to separate the panels, remove existing sealant, add new butyl caulk, and re-secure with new fasteners to create a water-tight compression seal..
- b) All unnecessary and non-functional equipment, conduit, and debris shall be removed from the roof.
- c) All structural repairs or installations shall be completed before coating application commences.
- d) Areas of gross ponding water shall have been addressed and eliminated before coating application commences.
- e) Areas of algae, mildew or fungus on the roof or an existing coating should be treated with a solution of 1-part household bleach to 3-parts water, followed by a power wash rinse using clean water.
- f) Do not apply materials to wet surfaces. Make sure roof surface is completely dry, clean, and free of dirt, grease, biological soiling, and paint residue before coating. Apply materials only when air, material, and surface temperatures are between 50 °F – 120 °F.

During coating application procedures coating shall be applied a minimum of three (3) inches above the termination of all flashings, repairs, and bridges. That is, coating shall

be applied to sections of parapet walls, the bases of air handling equipment, penetrations, and the like. These surfaces must be adequately prepared to ensure adhesion of the coating.

- G) Each coating application shall not commence during inclement weather, when precipitation appears imminent, when temperature is below 50-deg F, or when relative humidity exceeds 85%. To provide adequate curing time, coating application shall terminate at least four (4) hours before sundown.

PART 4: WARRANTY

4.01 BASE BID – 10 YEAR WARRANTY

Provide a warranty bond to the City to cover labor, materials, and workmanship for a period of 10 years from the date of acceptance. Contractor warrants that the material supplied will meet or exceed physical properties as published and guarantees that workmanship will be free of defects in coating application.

4.02 BID ALTERNATE 1 – 15 YEAR WARRANTY

Provide a warranty bond for an additional 5 year period beyond the 10 year base bid warranty period. In addition to the cost of the bond, this item shall include any costs for additional materials or labor to provide a coating system that is warrantied for a period of 15 years from the date of acceptance.

4.03 BID ALTERNATE 2 – 20 YEAR WARRANTY

Provide a warranty bond for an additional 10 year period beyond the 10 year base bid warranty period. In addition to the cost of the bond, this item shall include any costs for additional materials or labor to provide a coating system that is warrantied for a period of 20 years from the date of acceptance. This item is exclusive to Bid Alternate 1. If Bid Alternate 1 is selected, this item will not be included in this contract. If this item is selected by the City, then Bid Alternate 1 will not be included in the contract.

END OF SPECIAL SPECIFICATION SS-01



Ten Texas Traits of Good Government™

While the nature, purpose & structure of governmental organizations vary, below is a list of characteristics that are commonly shared among those public organizations that excel in a representative democracy. To exemplify *Good Government* in Texas an entity demonstrates that the organization is:

1. Respectful: People are treated with fairness, courtesy & professionalism.

- Comment A. Civility & decorum are exhibited in meetings & individual interactions.
- Comment B. The public's rights are protected, including the ability to participate in governance.
- Comment C. Dissent, critiques & contrary views are welcomed.
- Comment D. Differing backgrounds & attributes are appreciated & celebrated.
- Comment E. The public & stakeholders are engaged proactively & routinely.
- Comment F. Officials are mindful that entities are comprised of humans with personal lives.

2. Responsive: Reasonable public expectations are met in a timely manner.

- Comment A. Officials are compelled by a duty to serve the citizenry.
- Comment B. Officials are receptive to & considerate of public input on public affairs.
- Comment C. Policies & programs reflect the public's preferences.
- Comment D. Public complaints & inquiries are responded to fully & in a timely manner.
- Comment E. Services & programs are administered with an emphasis on customer service.

3. Effective: Productivity is evaluated to gauge performance & goal attainment.

- Comment A. Progress on public purposes is monitored, prioritized & publicly reported.
- Comment B. Public resources are managed & expended responsibly.
- Comment C. Outputs are measured & evaluated to enhance productivity.
- Comment D. Programs & services align with publicly stated goals.
- Comment E. Programs & services are assessed to ensure they serve worthwhile objectives.

4. Transparent: Public has access to agency data & the decision-making process.

- Comment A. Meetings are conducted in a manner that facilitates public participation.
- Comment B. Records are archived & made available for public access.
- Comment C. The public is routinely informed of significant programs, policies & regulations.

- Comment D. Engagement of the public throughout the governing process is a priority.
- Comment E. Officials are accessible to the public, including their critics & the media.
- Comment F. Emphasis is placed on sharing factual data with the public free of advocacy.
- Comment G. Background explanations & situational context are given proactively.
- Comment H. Technology is utilized routinely to educate & engage the public.

5. Competent: Officials are skilled, educated & dedicated to continuous improvement.

- Comment A. Officials are gauged primarily on their capabilities to serve.
- Comment B. Abilities to make wise decisions & provide services are maintained.
- Comment C. Capacity to serve the public is expanded & refined over time.
- Comment D. Officials seek & are provided continuing education & development opportunities.
- Comment E. Schedules provide for rest, recuperation & replenishment to ensure future capacity.

6. Ethical: Public good is paramount, self-dealing is restrained & corruption is prevented.

- Comment A. Officials place the public's needs above their own self-interests.
- Comment B. Officials behave in a responsible, trustworthy manner.
- Comment C. Safeguards are in place to prevent all forms of misconduct.
- Comment D. Rules & procedures are in place to disclose & avoid Conflicts of Interest.
- Comment E. Officials receive periodic training & publicly commit to ethical behavior.
- Comment F. Beyond following rules, officials strive to avoid the appearance of impropriety.

7. Lawful: Authority is exercised in accordance with established law.

- Comment A. Officials abide by legal limitations & obligations.
- Comment B. Actions conform with constitutions, statutes, regulations & judicial rulings.
- Comment C. Local rules are adopted in accordance with established guidelines & procedures.
- Comment D. Codes are enforced objectively & consistently.
- Comment E. Institutions are structured & administered with respect for the rule of law.

8. Innovative: Modern methods are utilized to take advantage of advancements.

- Comment A. New solutions are explored & modern methods devised.
- Comment B. Learning atmospheres are cultivated to encourage modernization.
- Comment C. Pilot projects & beta tests are cultural norms.
- Comment D. Creativity is resourced & rewarded.

9. Economical: Budgets are managed prudently & resources handled responsibly.

- Comment A. Financial management is based on commonly accepted principles.
- Comment B. Standard policies & procedures are put in place to provide uniformity.
- Comment C. Contracting & debt are overseen to ensure risks are necessary & reasonable.

Comment D. Regularly scheduled public audits tracking expenses & revenues are available.

Comment E. Financial practices align with long range objectives.

Comment F. Financial policies are in place to ensure long-term financial sustainability.

Comment G. Efficiency is achieved through the mindful utilization of available resources.

10. Accountable: Officials take responsibility for their decisions & actions.

Comment A. Decisions are made known to the public & subject to public scrutiny.

Comment B. Decision makers acknowledge, recognize & reflect on the outcomes of their actions.

Comment C. Procedures & sanctions are in place for misconduct & irresponsible behavior.

Comment D. Agreements with third party providers of public services ensure public accountability.

September 1, 2025. This list was compiled by Alan Bojorquez. Several insightful, educated & experienced city managers & public administration professors contributed to the list. These traits were inspired by the *Twelve Principles of Good Democratic Governance*, which were adopted by the Council of Europe in 2008. This information is offered for educational purposes, only. Alan may be contacted at: (512) 250-0411, Alan@TexasMunicipalLawyers.com, www.TexasMunicipalLawyers.com, Bojorquez Law Firm, 11675 Jollyville Road, Suite 300, Austin, Texas 78759.

